



**STATE BOARD OF EDUCATION MEETING
December 17, 2020**

**Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho**

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AMENDED AGENDA – *The amended agenda posted on December 16, 2020, pursuant to Idaho Code, 74-204(4)(b), includes an additional Action Item under the Consent Agenda section (COVID-19 Testing Services Contract with Shield T3 LLC). The contract is time sensitive and was not available at the time the original agenda was posted.*

Thursday, December 17, 2020, 9:00 a.m. (Mountain Standard Time)

BOARDWORK

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

OPEN FORUM

CONSENT

BAHR

1. Idaho State University – Multi-Year Agreement – Elsevier Library Contract – Action Item
2. Idaho State University – Teacher Education Online Program – Action Item
3. University of Idaho – Amended Agreement – City of Moscow Services Contract – Action Item

IRSA

4. Boise State University – Proposal for Discontinuation – Masters of Health Science – Action Item

SDE

5. University of Idaho – New Program Proposal – Master in Teaching – Action Item
6. Emergency Provisional Certificates – Action Item

Amended Agenda Item**BAHR**

7. Idaho State University – COVID-19 Testing Services Contract with Shield T3, LLC – Action Item

WORK SESSION**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

- A. Kindergarten Readiness Standards – Information Item
- B. K-20 Strategic Plan/Literacy Intervention Update – Information Item

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Idaho College of Osteopathic Medicine – Progress Report – Information Item
2. Board Policy III.F. – Program Prioritization – First Reading – Action Item
3. Board Policy III.N. – General Education – Second Reading – Action Item
4. Board Policy III.S. – Remedial Education – Second Reading – Action Item
5. Lewis-Clark State College – Proposal for Graduate Certificate in Nursing Management and Leadership – Action Item
6. Boise State University – Proposal for Administrative Unit – Institute for Pervasive Cybersecurity – Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Planning, Policy and Governmental Affairs Committee Initiatives and Intended Outcomes – 2020-2021 – Information Item
2. Board Policies I.T. Title IX and III.P. Students – Second Reading – Action Item
3. IDAPA 08.02.03.105 – Graduation Requirements – College Entrance Exam – Partial Waiver – Action Item
4. Idaho Comprehensive Literacy Plan Update – Action Item
5. State Comprehensive Assessment Program Update – Information Item
6. Strong Families, Strong Students Grant Program Update – Information Item

AUDIT

1. 2020 Audited Financial Statements – Action Item
2. 2020 Financial Ratios – Information Item
3. 2020 Net Position Statements – Information Item
4. Boise State University – Foundation Agreement – Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Business Affairs and Human Resources Committee Initiatives and Intended Outcomes – 2020-21 – Information Item

2. Amendment to Board Policy, II.R. – Second Reading – Action Item
3. Boise State University – Capital Project Planning and Design Phases – Construction Management Facility – Action Item
4. Boise State University – Oracle Financial ERP Cloud License Renewal – Action Item
5. University of Idaho – Issuance of 2021 General Revenue Refunding Bonds – Action Item
6. University of Idaho – Strategic Investment Fund for P3 Proceeds – Action Item

STATE DEPARTMENT OF EDUCATION

1. Developments in K-12 Education – Information Item
2. English Learners Proficiency Annual Report – Information Item
3. Idaho Standard Achievement Test – Blueprint Options – Information Item
4. Student Engagement Surveys – Action Item
5. Professional Standards Commission 2019-2020 Annual Report – Action Item

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

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1. Agenda Approval

Changes or additions to the agenda

BOARD ACTION

I move to approve the agenda as posted.

2. Minutes Approval

BOARD ACTION

I move to approve the minutes for the October 19, 2020, November 2, 2020, November 23, 2020, and December 7, 2020 Special Board Meetings, and the October 21, 2020 Regular Board Meeting minutes.

3. Rolling Calendar

BOARD ACTION

I move to set December 15, 2021 as the date for the December 2021 regularly scheduled Board Meeting, to occur via a videoconference originating from the Office of the State Board of Education in Boise.



STATE BOARD OF EDUCATION MEETING
October 19, 2020

Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho

A special meeting of the Idaho State Board of Education was held via Zoom teleconference on Monday, October 19, 2020. Board President Debbie Critchfield presided and called the meeting to order at 3:00pm (MST). A roll call of members was taken.

Present

Debbie Critchfield, President
Andy Scoggin, Vice President
Kurt Liebich, Secretary
Dr. Linda Clark

Emma Atchley
Shawn Keough
Dr. Dave Hill
Sherri Ybarra, State Superintendent

Monday, October 19, 2020, 3:00 p.m. (MST)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. ClassWallet Contract – Action Item

BOARD ACTION

M/S (Clark/Atchley): I move to authorize the Executive Director to execute the contract in substantial conformance to the form provided in Attachment 1. A roll call vote was taken and the motion carried 8-0.

Board Member Clark introduced the item and provided background information. The Office of the Governor submitted a request to the Coronavirus Financial Advisory Committee (CFAC) for \$50M in Coronavirus Aid, Relief, and Economic Security (CARES) Act funds to be utilized for the *Strong Families, Strong Students* initiative. The *Strong Families, Strong Students* initiative will, “cover critical educational expenses due to school building closures caused by COVID-19 and provide economic support to parents so they do not have to exit the workforce to ensure their children receive a quality education experience.” CFAC recommended approval of the request and

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Governor Little approved the recommendation on September 15, 2020, and directed the Board office to administer the program.

Board Vice President Scoggin inquired about the process for selecting “ClassWallet” as the vendor for the program. Tracie Bent, Chief Planning and Policy Officer, discussed that the Board office went through a grant application process earlier this year with Bluum, which involved researching an identifying a possible vendor to administer the grant. Ms. Bent outlined that Board staff sought a company that could provide a virtual marketplace while simultaneously managing the application and approval process; the only vendor that could provide that service without designing a custom program was “ClassWallet”. Jenifer Marcus, Deputy Attorney General, added that the Board office was granted a purchasing exemption, which is attached as an exhibit to the contract that is provided within the meeting agenda materials.

Board Secretary Liebich inquired about the reimbursement process and asked how “ClassWallet” will determine if submitted expenses are reimbursable. Ms. Bent discussed that the Board office will be responsible for verifying reimbursement eligibility. She detailed that families will attest that submitted expenses are eligible for reimbursement, and the Board office will audit submissions.

Board Member Clark asked for examples of documentation that could be submitted to determine program eligibility. Ms. Bent stated that applicants may provide, among other forms of documentation, a printout of student information from their school’s learning management system, a report card from the previous term (between March 1-December 30, 2020), or an acceptance letter from a private school. She added that “ClassWallet” will provide customer service to assist families with determining eligibility as well as the application process.

Board President Critchfield stated that, upon approval of the motion, the Board office will begin the process of communicating program information broadly across the state.

There were no additional questions or comments from the Board.

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

BOARD ACTION

M/S (Keough/Liebich): I move to adjourn the meeting at 3:13pm (MST). The motion carried 8-0.

The State Board of Education tentatively plans to convene weekly for a virtual Special Board Meeting during the COVID-19 pandemic to receive updates on the status of public education in Idaho and to take action as necessary.



DRAFT

**STATE BOARD OF EDUCATION MEETING
October 21, 2020**

**Office of the State Board of Education
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Boise, Idaho**

A regular meeting of the Idaho State Board of Education was held via Zoom teleconference on Wednesday, October 21, 2020. Board President Debbie Critchfield presided and called the meeting to order at 9:00am (MST). A roll call of members was taken.

Present

Debbie Critchfield, President
Andy Scoggin, Vice President
Kurt Liebich*, Secretary
Dr. Linda Clark

Emma Atchley
Shawn Keough
Dr. Dave Hill
Sherri Ybarra, State Superintendent

*Except where noted

Wednesday, October 21, 2020, 9:00 a.m. (MST)

BOARDWORK

1. Agenda Review / Approval

BOARD ACTION

M/S (Scoggin/Atchley): I move to approve the agenda as posted. A roll call vote was taken and the motion carried 8-0.

2. Minutes Review / Approval

BOARD ACTION

M/S (Scoggin/Clark): I move to approve the minutes for the August 17, 2020, August 24, 2020, and September 28, 2020 Special Board meetings, and the

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August 26, 2020 Regular Board meeting minutes. A roll call vote was taken and the motion carried 8-0.

3. Rolling Calendar

BOARD ACTION

M/S (Scoggin/Hill): I move to set October 20-21, 2021 as the date and Lewis-Clark State College as the location for the October 2021 regularly scheduled Board Meeting. A roll call vote was taken and the motion carried 8-0.

**CONSENT
BAHR**

1. Idaho State University – Marketing and Advertising Services Agreement with Mitchell Palmer LLC

BOARD ACTION

M/S (Scoggin/Atchley): I move to approve the request by Idaho State University to enter into a marketing and advertising contract with Mitchell Palmer LLC as proposed in Attachment 1 for an amount not to exceed \$410,500 in FY2021, bringing the total of all three phases with Mitchell Palmer to \$2,324,500. A roll call vote was taken and the motion carried 8-0.

2. University of Idaho – Conveyance of Real Property

BOARD ACTION

M/S (Scoggin/Atchley): I move to approve the request from the University of Idaho for the Idaho State Board of Education to convey its undivided interest in these four parcels to the Board of Regents of the University of Idaho and to authorize the State Board of Education to execute the attached quitclaim deed for such purpose. A roll call vote was taken and the motion carried 8-0.

IRSA

3. Graduate Medical Education Committee Appointments

BOARD ACTION

M/S (Scoggin/Atchley): I move to appoint Dr. Thomas Mohr and Dr. John Grider to serve on the Graduate Medical Education Committee, replacing and completing the current terms of Dr. Kevin Wilson and Dr. Doug Whatmore, with terms expiring in 2022. A roll call vote was taken and the motion carried 8-0.

4. University of Idaho – Master of Science in Dietetics

BOARD ACTION

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M/S (Scoggin/Atchley): I move to approve the request by University of Idaho to offer a **Master of Science in Dietetics** as presented in **Attachment 1**. A roll call vote was taken and the motion carried 8-0.

PPGA

5. State Rehabilitation Council Appointments

BOARD ACTION

M/S (Scoggin/Atchley): I move to approve the appointment of **Christine Meeuwssen** as a representative of the **Client Assistance Program** and **Randi Coles** as a representative of the **State Department of Education** for three year terms, effective immediately through **June 30, 2023**. A roll call vote was taken and the motion carried 8-0.

SDE

6. Accreditation Report – 2019-2020

BOARD ACTION

M/S (Scoggin/Atchley): I move to accept the **2019-2020 Accreditation Summary Report of Idaho Schools** as submitted in **Attachment 1**. A roll call vote was taken and the motion carried 8-0.

OPEN FORUM

There was 1 participant for the Open Forum:

- *Holly Paquette* – Ms. Paquette, parent of a high school senior student and assistant professor of Microbiology at the College of Western Idaho, addressed the Board regarding the SAT/ACT graduation requirement. Ms. Paquette shared her opinion that the Board should waive the SAT/ACT graduation requirement for the 2020-2021 academic year, since many institutions of higher education have waived the SAT/ACT admissions requirement for the 2021-2022 academic year due to the effects of the COVID-19 pandemic.

STATE DEPARTMENT OF EDUCATION

1. Developments in K-12 Education

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

Superintendent Ybarra began her update by expressing her gratitude for teachers and administrators for their continued dedication to ensure the safe reopening of schools. She shared that she has been conducting in-person visits to schools around the state as often as possible. Most recently, she visited Wood River Middle School in Hailey, Idaho and hosted a roundtable discussion for teachers in Twin Falls, Idaho. Supt. Ybarra continues to reach out to superintendents across the state for one-on-one

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updates, and she shared that the general consensus is that districts are feeling overwhelmed as they continue efforts to find safety solutions for transportation, meals, athletics, and general school operations.

The State Department of Education (SDE) is providing ongoing opportunities for superintendents to check in with their peers to share best practices and provide social-emotional support. The United States Department of Agricultural has extended free student meals through the end of the 2020-2021 academic year. Supt. Ybarra stated that districts are on track to spend their allocations of the Elementary and Secondary School Emergency Relief (ESSER) funds prior to the December 30, 2020 deadline, and the SDE is working to assist with the spending and distribution of these funds.

The SDE's Content & Curriculum and Assessment & Accountability teams, in conjunction with the Idaho Digital Learning Alliance, are providing various professional development opportunities and resources for teachers who are shifting to online or hybrid learning, including online training videos that will be released sporadically throughout the academic year to support educators as well as "hyperdocs" which encompass all components of the learning cycle. Supt. Ybarra shared that the SDE recently hosted the 5th Annual Family and Community Engagement Conference, which was held virtually over the course of three days. Each year, the conference focuses on providing school staff personnel with knowledge of practical, effective, and sustainable methods and strategies for community involvement as a way to building meaningful partnerships with parents and families.

Supt. Ybarra discussed that the SDE's Special Education department is supporting principals statewide with various resources that are linked to the SDE website within the "Principal's Corner" on the Idaho Training Clearinghouse. These resources provide support and guidance in a variety of areas including discipline, IEPs, and evaluations.

The SDE's Content & Curriculum team is continuing to support teachers by resources in the areas of English language arts and math. Supt. Ybarra shared that English language arts coaches are focused on literacy with an additional emphasis on K-3 reading skills as well as the utilization of Idaho Reading Indicator data to guide the provision of professional development content for teachers. Math coaches are also supporting teachers by offering resources in a variety of content areas.

Supt. Ybarra announced two staffing changes within the SDE. Tim Hill has worked for the SDE for 23 years, the last 15 of which as the Associate Deputy Superintendent of School Finance, and celebrated his retirement on September 18, 2020. Julie Oberle, who formerly served as the SDE's Senior Financial Management Analyst, took over Mr. Hill's role on September 20, 2020 with the title of Chief Financial Officer for Public School Finance. Supt. Ybarra also announced that Kevin Whitman was named as the SDE's Director of Assessment and Accountability; Mr. Whitman has worked for the SDE

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since 2016 as the State Coordinator of Accountability and coordinator for the National Assessment of Education Progress (NAEP).

Supt. Ybarra shared that Idaho's English language arts and math assessments have met all peer review requirements as established by the US Department of Education, and shared her appreciation for the SDE's Assessment and Accountability for their efforts. She also stated that Idaho's new science assessment will be administered for the first time in the spring of 2021.

Supt. Ybarra stated that two schools have received National Blue Ribbon School Honors this year. Schools that earn this achievement are recognized by the U.S. Secretary of Education, Betsy DeVos, for overall academic performance or progress in closing achievement gaps within student population subgroups. Beutler Middle School within the West Side Joint School District was recognized as an Exemplary Achievement Gap Closing School; 74.4% of students were proficient in English language arts and 67.4% were proficient in math. Over 40% of students at Beutler Middle School come from an economically disadvantaged background. Fairview Elementary School within the Bonneville Joint School District was recognized as an Exemplary High-Performing School, with 71.9% proficient in English language arts and 72.3% proficient in math. Over 40% of students at Fairview Elementary School come from an economically disadvantaged background.

Board Member Atchley shared her appreciation for Idaho's teachers, staff, and administrators and all the efforts that have gone into safely and effectively reopening schools this fall.

Board Secretary Liebich inquired if Supt. Ybarra has heard any feedback as to what the Board can be doing to support schools and districts in light of the pandemic. Supt. Ybarra responded that, during her visits to schools and conversations with superintendents, the overwhelming need is for the Board to continue to relay to the public how difficult the shift to online and hybrid learning has been. She added that the general mood of teachers, staff, and administrators is positive overall, and that it is important to recognize that teachers are being asked to take on many extra responsibilities in addition to their normal duties.

There were no additional questions or comments from the Board.

2. Assessment and Accountability Update

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

Superintendent Ybarra introduced the item and stated that the update would focus on the development and implementation of Idaho's new science assessment, the alternative assessment in the areas of English language arts, math, and science, and a review of the annual report card. She then introduced Kevin Whitman, the State

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Department of Education's Director of Assessment and Accountability, who provided the remainder of the update.

Mr. Whitman provided some historical background information pertaining to the new science assessment, discussing that the Board adopted new standards for the assessment in 2016, which were not approved by the legislature at that time. The Board then approved revisions to the standards in 2017, which the legislature approved in 2018. In 2019, the Board approved a revision of the assessed grades (5, 8, and 11), and the State Department of Education (SDE) has since been working to develop a new science assessment that aligns with the revised standards. During the 2019-2020 academic year, the US Department of Education approved Idaho's request to waive assessing students in science and reporting science assessment results. The waivers were requested in order to ensure that students would not be required to participate in the field testing for the new assessment in addition to the legacy assessment within the same year. This waiver was extended to the 2020-2021 academic year due to the cancellation of testing in spring 2020 as a result of the COVID-19 pandemic, and the field testing will continue in spring 2021.

Mr. Whitman shared that the SDE is revising alternate assessments in the areas of English language arts and math. Idaho has previously developed alternate assessments as part of the National Center and State Collaborative (NCSC). The Every Student Succeeds Act (ESSA) Peer Review requirement directs that assessments are to be continually updated, and Idaho has been collaborating with other states to develop new alternate assessments in English language arts and math. The embedded field testing was conducted in spring 2019 and the operational field test was scheduled for spring 2020, but was cancelled as a result of the COVID-19 pandemic. Operational field testing will resume in spring 2021 and standard setting will occur in summer 2021. Reporting occurs after standard setting is complete, the normal reporting will be delayed from August to November. Mr. Whitman stated that the SDE has confirmed with the US Department of Education that this revised timeline is acceptable.

The SDE is also in the process of developing a new alternate assessment in science. Mr. Whitman shared that Idaho's previous portfolio-based assessment did not meet ESSA Peer Review requirements, and the SDE aims to develop an assessment that will align new extended content standards. The SDE submitted a request to waive the same ESSA provisions that were addressed by the waiver for the regular science assessment.

In regard to the Idaho Reading Indicator (IRI), Mr. Whitman shared that, as a result of the COVID-19 pandemic, the SDE worked with the proctoring vendor to deliver the IRI in a virtual format last spring. He added that the results of the virtual IRI are not comparable to the fall 2019 results since those results are from an in-person test, so the spring virtual results have been designated for local use only. Mr. Whitman discussed that the IRI was successfully administered this fall with broad at-school participation,

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and with the virtual IRI being implemented as necessary. He stated that fall IRI results serve as an annual baseline, and that fall to spring growth is the most important metric that the SDE utilizes to gauge literacy proficiency and growth.

Next, Mr. Whitman provided several updates regarding Idaho's annual Report Card. He stated that data disruptions during the 2019-2020 academic year that resulted from the COVID-19 pandemic affected various accountability metrics. Idaho, in addition to every other state and the District of Columbia, received a waiver for reporting and accountability determinations following the 2019-2020 academic year. As part of the waiver, Idaho agreed to maintain all accountability metrics for the 2019-2020 academic year, and this year's Report Card includes a banner explaining the missing data as well as the identification and recognition status.

Mr. Whitman shared the data points that will be updated, including school enrollment demographics, fall 2019 IRI scores, English learner progress and proficiency for spring 2020, class of 2019 4-year graduation rate, class of 2018 5-year graduation rate, college and career readiness, teacher workforce data, and general finance information (which will likely be available in February of 2021). He also shared the areas that would not be updated as a result of the disruption, including ISAT proficiency and growth (both metrics require 2 consecutive years of data), spring 2020 IRI and fall-to-spring IRI change for the 2019-2020 academic year, subgroup achievement, SAT benchmarks, and student, parent, and staff surveys. Mr. Whitman stated that the updated Report Card would be available during the first week of November.

Lastly, Mr. Whitman discussed future accountability considerations and implications of the COVID-19 pandemic that will be influential beyond 2020. Mr. Whitman outlined several decisions that will need to be addressed moving forward, including calculating growth without consecutive years of data and incorporating missing years into three year weighted averages. SDE staff have started to analyze these challenges and will support ongoing discussions within the Accountability Oversight Committee. Mr. Whitman states that the SDE anticipates receiving additional guidance from the US Department of Education in the coming weeks.

There were no questions or comments from the Board.

3. CARES Act Fund Update

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

Superintendent Ybarra introduced the item and asked Karen Seay, Director of Federal Programs for the State Department of Education (SDE), to provide an update regarding the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding that Idaho has received following the onset of the COVID-19 pandemic. The CARES Act provides financial relief to local education agencies (LEAs) from the Elementary and Secondary School Emergency Relief (ESSER) fund and the Coronavirus Relief Fund (CRF)

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through Governor Little's Coronavirus Financial Advisory Committee. Ms. Seay stated that the SDE manages seven of the CARES Act funds totaling over \$179M, four of which are CRF funds that are federally administered by the US Department of Treasury and three of which are ESSER funds that are federally administered by the US Department of Education. A detailed breakdown of each of the funds, including allocated amounts and LEA draw down information, is included within the meeting agenda materials.

Ms. Seay also discussed the CRF Blended Learning Grant. The Board approved the distribution methodology and application process for this grant on July 15, 2020 through Governor Little's Coronavirus Financial Advisory Committee, and the SDE has received applications from 164 districts and charters. The CRF Blended Learning Grant funds are intended to assist with closing the "digital divide" by providing funding for devices, connectivity, the implementation of a learning management system, professional development, and assistive technology. Ms. Seay discussed that, overall, districts have budgeted 70% of their allocation for devices, 11% for connectivity expenses, 8% for professional development, 7% for the implementation of a learning management system, and 3% for assistive technology.

Board Member Atchley voiced her concern regarding the low percentage of ESSER funds that have been drawn down by districts and charters, and Supt. Ybarra stated that, due to the way Board agenda materials are received and prepared, the data within the materials does not reflect the most recent information. Ms. Seay echoed Supt. Ybarra's comments, and discussed that the general consensus among districts and charters is that they plan to draw down all allocated funds prior to the December 30, 2020 deadline.

Board Member Clark shared that she is aware of districts' concerns that the devices they have ordered using ESSER and CRF funds may not arrive prior to the December 30, 2020 deadline. Supt. Ybarra responded that this is a supply chain issue that many states are facing, and Ms. Seay added that districts are encouraged to directly state on the purchase order or receipt that items must be received by December 30, 2020. If the district orders the items prior to the deadline and the items are not received prior to the deadline because of manufacturer or distributor delays, the LEA is not held at fault and the funds will still be applicable. Board Secretary Liebich echoed these comments.

There were no additional questions or comments from the Board.

4. Advanced Opportunity FY2020 Outcomes Report

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

Superintendent Ybarra introduced the item and asked Dr. Eric Studebaker, Director of Student Engagement and Safety Coordination for the State Department of Education, to provide an overview of the Advanced Opportunity Outcomes Report for FY2020. Dr.

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Studebaker began his report by sharing that Idaho's Advanced Opportunities Program was recently recognized in a report from the Manhattan Institute titled, "How Idaho is Reshaping High Schools by Empowering Students". The report discusses that most states in the US have laws to enable dual credit enrollment, but highlights that particular success of Idaho's Advanced Opportunities Program. Dr. Studebaker recognized Brock Astle, Statewide Advanced Opportunities Coordinator for his efforts to grow and improve the program.

Dr. Studebaker discussed the financial reimbursement proportions of the program, noting that student use of dual credit opportunities has increased since FY2019. He also discussed student demographic information and stated that student use of the Advanced Opportunities Program has increased 8% over the course of the past year. Graphical representations of the financial and demographic information is included within the meeting agenda materials.

Board Member Hill inquired about the workforce training portion of the program, and asked why the number of participants is lower than other areas. Dr. Studebaker responded that the SDE is working closely with the Division of Career Technical Education and the Workforce Development Council to promote these opportunities across the state in order to increase participation. Supt. Ybarra added that she recently met with Wendi Secrist, Executive Director of the Idaho Workforce Development Council, to discuss how the SDE can more effectively leverage apprenticeship opportunities.

Board Secretary Liebich shared his appreciation for the program and Dr. Studebaker's report, and inquired about the variability of usage between districts. He cited that participation is lower in rural districts, and asked what could be done to increase participation in those areas. Dr. Studebaker discussed that the program is striving to increase participation in rural areas but it is difficult to serve rural areas with the key providers being the institutions of higher education.

There were no additional questions or comments from the Board.

5. Mastery-based Education Update

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

Superintendent Ybarra introduced the item and reminded the Board that moving toward mastery-based education was a taskforce recommendation in 2013. Over the past three years, the Idaho Mastery Education Network (IMEN) has worked on implementing a framework for districts across the state who are interested in transitioning to mastery-based education. Supt. Ybarra introduced Aaron McKinnon, Mastery-Based Education Coordinator for the State Department of Education, who provided the remainder of the update.

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Mr. McKinnon first discussed the Idaho Mastery-Based Education Framework, which is based on statute and field observations, and shared that the framework is written with the perspectives that anyone can read it and understand it and that practitioners will see their efforts while recognizing opportunities for growth. Mr. McKinnon outlined the four pillars of student-centered learning that are defined in statute: students empowered, learning personalized, mastery recognized, and competencies demonstrated. The framework is included within the meeting agenda materials.

Mr. McKinnon also discussed the new grant application process, which has been split into two focuses – exploration grants and practicing grants, that will effectively distribute approximately \$1M that was appropriated by the legislature. The exploration grants will allow districts to gain a full year of reflection and goal-setting with an IMEN mentor and financial support in order to set a pattern for future success. Recipients of the exploration grant are guided to apply for the practicing grant following their first year. Mr. McKinnon outlined the benefits of the new grant program, increased communication with IMEN mentors, data collection, and accountability measures. He shared that there are over 100 teams, who were recipients of both exploration and practicing grants, currently working to achieve mastery-based education goals in Idaho.

Next, Mr. McKinnon discussed the staging guide, which is also included within the meeting agenda materials, stating that the guide provides support for exploration and practicing teams. The staging guide serves as an interactive collection of guidance documents, exemplars, and resources as a result of IMEN work since 2016. The IMEN team is currently developing a Sustainability and Evaluation Plan, which is expected to be completed by June 2021.

Mr. McKinnon then discussed the Idaho College and Career Readiness Competencies, which were approved by the Board. The competencies represent the same areas of emphasis that were approved by National Association of Colleges and Employers (NACE) in 2017. The workforce skills categories include academic skills, self-management skills, individual and teamwork skills, and thinking/information skills.

There were no questions or comments from the Board.

6. Less Than 10 Pupils in Average Daily Attendance Annual Report
This item was provided in the agenda materials as an information item.

Superintendent Ybarra discussed that this report stems from Idaho schools that have been approved to operate with less than 10 pupils in average daily attendance, and asked Julie Oberle, Chief Financial Officer for Public Schools within the State Department of Education, to provide background information.

Ms. Oberle discussed that Section 33-1003(2)(f), Idaho Code, states that, “Any elementary school having less than 10 pupils in average daily attendance shall not be

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allowed to participate in the state or county support program unless the school has been approved for operation by the State Board of Education.” She stated that the Board delegated authority to approve these requests to the State Superintendent of Public Instruction in 1999. Six schools, which are listed within the meeting agenda materials, have requested to operate with less than 10 pupils in average daily attendance during the 2020-2021 academic year, and Supt. Ybarra has approved each of these requests.

There were no questions or comments from the Board.

7. Update and Status Report on Rewrite of Idaho Content Standards in ELA, Math and Science

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

Superintendent Ybarra introduced the item and asked Marilyn Whitney, Deputy Superintendent for Communications and Policy within the State Department of Education, to provide an update on the rewrite of the Idaho Content Standards in the areas of English language arts, math, and science. The Idaho Content Standards are reviewed and updated every six years, and Superintendent Ybarra and Board President Critchfield received a letter jointly signed by the House and Senate Education Committee members directing a rewrite of the English language arts, math, and science content standards. The State Department of Education has assembled review committees consisting of teachers, parents, administrators, legislators, and industry partners, which began meeting in June 2020. The Board is expected to hear an update on the review process and intended next steps during the regular December 2020 Board Meeting.

Ms. Whitney provided an update of the review process so far, stating that the review committees have sought to understand the purpose, procedures and goals of the standard setting process, review current Idaho Content Standards and study content standards from other states and research best practices, and organize work to begin a rough draft of the updated standards. She provided several examples of areas that have been rewritten; these examples are included within the meeting agenda materials. Ms. Whitney also discussed the timeline for future review committee objectives, and stated that the final recommendations will be submitted to the Board for approval during the regular October 2021 Board Meeting.

Board Vice President Scoggin shared his appreciation for the work that has been done by the review committees, and inquired when the new standards will be put into effect. Ms. Whitney stated that, following Board approval in October 2021, the updated standards will be sent to the legislature during the 2020 Legislative Session and, if approved, be adopted. She added that, following legislative approval, there is extensive work that goes into preparing teachers to apply the new standards, and discussed that the standards would likely take effect during 2022-2023 academic year.

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Board Secretary Liebich encouraged the review committees to maintain rigor within the updated standards in order to ensure college and career readiness.

There were no additional questions or comments from the Board.

8. Idaho Standards for Initial Certification of Professional School Personnel

BOARD ACTION

M/S (--/--): I move to support the preliminary amendments to the Idaho Standards for Initial Certification of Professional School Personnel. The Board did not take action on this item.

Superintendent Ybarra introduced the item and stated that, in addition to the review English language arts, math, and science content standards, a review of the educator standards is also occurring. Supt. Ybarra asked Lisa Colon-Durham, Director of Certification and Professional Standards within the State Department of Education, to provide background information. She also noted that this item is presented as an action item, rather than an information item, because the review committee would like the Board's support before moving forward in their work.

Ms. Colon-Durham discussed that, during the 2020 Legislative Session, the legislature submitted a letter to express the need for revisions to the certification standards review process to reduce the regulatory burden upon teacher preparation programs while still upholding standards for new teachers. The House Education Committee also requested the evaluation of educator endorsement requirements.

A three phase plan was created to accomplish a complete review of the educator standards and certification requirements: Phase I-Educator Standards Review, Phase II-Certification and Endorsement Rule Review, and Phase III-Program Review and Approval Process. Phase I and Phase II work will culminate in 2021 rulemaking for consideration during the 2022 Legislative Session. Phase III work will result in recommendation for approval by the Board. Phase I has been completed after several meetings over the summer and the work group, comprised of representatives from various stakeholder groups, submitted a revised version of the standards within the meeting agenda materials. A detailed list of the revisions is also included within the meeting agenda materials.

Board Member Clark shared her appreciation for being included in the review process and expressed gratitude for the work that has been done so far. She discussed that she is not comfortable adopting the preliminary amendments as stated within the proposed motion before the full review process has been completed. Ms. Colon-Durham discussed that the work group is not comfortable moving into Phase II of the process without the support of the Board. Board Vice President Scoggin echoed Board Member Clark's comments. Supt. Ybarra responded that adding this item to the agenda as an

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action item was a request of the work group, but that it can be an information item if the Board is not comfortable having it included as an action item. She added that the main priority was to collect feedback from the Board before moving forward. Board Member Clark stated that she is comfortable with the established process and goals, and agreed that this item can be included as an information item rather than an action item.

There were no additional questions or comments from the Board.

At this time the Board recessed for 10 minutes, returning at 11:35am (MST).

WORK SESSION

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

A. Annual K-20 Performance Measure Review

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

Board Member Clark introduced the item and discussed that the Board reviews the K-20 Performance Measures annually during the regular October Board Meeting. She also stated that Board President Critchfield identified Goal 2: Educational Readiness as an area that the Board should discuss in depth during the Work Session. Board Member Clark introduced Tracie Bent, Chief Planning and Policy Officer, and Bill Laude, Principal Research Analyst, who led the discussion. Ms. Bent stated that Mr. Laude would discuss the technical topics surrounding the data and that she would discuss policy areas that the Board may want to consider. The annual review of the K-20 Performance Measures is a backward look at data and outcomes based on the strategic plans approved by the Board during the previous year. In this case, the attached Performance Measures Reports for the institutions, agencies, and special programs that were submitted to the Division of Financial Management pertain to the 2019-2020 academic year. To provide additional context, Ms. Bent stated that the Board will review its Strategic Plan during the regular December Board Meeting, and the review of progress toward performance measures will aid in deciding upon possible revisions to the plan.

The performance measures in their entirety, encompassing data from FY2016 to present, are included within the meeting agenda materials. Mr. Laude reported on several areas of interest, beginning the presentation with an overview of the K-12 Accountability Metrics. He highlighted the Idaho Reading Indicator (IRI) testing results for FY2019 and FY2020, advanced mathematics for eighth and ninth graders (with breakout comparisons for economically disadvantaged students, English learners, and demographic groups), and College Board assessment testing (PSAT and SAT).

Mr. Laude then discussed Go On rates and dual credit degree attainment. He focused specifically on the percentage of dual credit students who graduate high school with an associate's degree, noting that while the percentage of students completing their associate's while in high school has slightly decreased, the number of dual credit

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courses students are taking has increased. Board Member Hill inquired about the percentage of high school students who go on after attaining their associate's degree, as well as high school students who attain the majority of credits needed for an associate's degree who do not go following graduation. Mr. Laude stated there are many reasons why a student may not go on after attaining dual credits toward an associate's degree during high school, and that this data point could be assessed for further discussion during the review of the Board's Strategic Plan in December.

Next, Mr. Laude discussed postsecondary retention, degree attainment, and on-time graduation rates. Detailed graphical representations of each of these measures is provided as part of the meeting agenda materials. Board President Critchfield noted that the institutions monitor this data as closely as the Board does.

Following the presentation, Board Member Clark asked for feedback from the Board, and inquired if any of the measures should be revised or adjusted. Matt Freeman, Executive Director, noted that the measures discussed within Mr. Laude's presentation pertain to Goal 2: Educational Readiness. Board Vice President Scoggin stated that he is content with the measures themselves, but is interested in having a more in-depth conversation about strategies to close the gap between benchmark data and performance goals.

Board Member Atchley discussed that she does not feel that it is helpful for the Board to continue to measure the number of students who graduate high school with an associate's degree, and noted that students who are taking dual credit courses likely hope to apply those credits toward a four-year degree rather than an associate's degree.

Board Member Atchley also mentioned she has read research that outlines that adding one year of educational attainment is important at any point in the educational process, whether it is at the beginning or at the end. She discussed that this is easier and more cost-efficient to accomplish at the beginning of the educational cycle, and added that Idaho is lacking in pre-kindergarten and full-day kindergarten programs. Board Member Clark echoed these comments and discussed that children who are not well-prepared when they enter the system will struggle to catch up throughout the educational process. She provided the Idaho Reading Indicator as an example, citing that the fall benchmark results reflect that 60% of students are below grade level. She discussed the Board's goal to have students reading proficiently by the time they enter the third grade, and elaborated that if students are behind when they enter the system it is difficult to bring students up to proficiency.

Board President Critchfield stated that Mr. Laude's presentation provided a look at Idaho's education system as a whole, and outlined that perhaps the Board should spend less time examining performance measure data and spend more time focusing on strategies to close achievement gaps. She suggested that the Board have an in-

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depth discussion of literacy and K-3 reading proficiency, and asked Board Member Clark, Board Member Keough, and Supt. Ybarra to discuss this separately as members of the PPGA committees in preparation for the Work Session during the December Board Meeting.

There were no additional questions or comments from the Board.

At this time the Board recessed for 20 minutes, returning at 1:30pm (MST).

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Retirement Plan Amendment

BOARD ACTION

M/S (Hill/Scoggin): I move to amend the documents for the Optional Retirement Plan, and the 403(b) and 457(b) voluntary deferred compensation plans as proposed in Attachment 1. A roll call vote was taken and the motion carried 8-0.

AND

M/S (Hill/Scoggin): I move to approve the recommendation of the Retirement Plan Committee to authorize Board Staff to initiate an Invitation to Bid for a consultant to oversee a vendor search. A roll call vote was taken and the motion carried 8-0.

Board Member Hill introduced the item and asked Board Vice President Scoggin, Chair of the Retirement Plan Committee, to provide background information. Board Vice President Scoggin discussed that the item pertains to an amendment to the Optional Retirement Plan (ORP). He stated that, historically, the Board has opted to defray the costs of consultants for the ORP. The Board maintains the authority to manage and control the operation and administration of ORP and the voluntary deferred compensation plans, as well as the authority to amend the plans and select trustees and custodians.

Board Vice President Scoggin stated that the Retirement Plan Committee has recently reviewed the plans as well as the best methods for managing the costs of managing the plans. Following their extensive review, the Retirement Plan Committee has recommended that the fees for consultants should be funded by the plan itself, which provides consistency and stability. Board Vice President Scoggin discussed that this model is consistent with industry standards and is very similar to how PERSI and the State Treasurer's Office manage investments and associated fees. The Retirement Plan Committee has also recommended that the Board retain the services of a consultant to do a vendor search through an Invitation to Bid process.

Board staff consulted with legal counsel regarding the Retirement Plan Committee's suggestions, and legal counsel advised that several revisions should be made to the

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plans and to Board Policy in order to: amend the plans to clarify that consultant fees/expenses may be paid from plan assets, authorize staff to move forward with an Invitation to Bid for a consultant (paid from the newly amended plans) who will oversee a vendor search to assure that plan participants maximize the return on their investments, and allow Executive Director authorization to retain the services of financial, legal, and other professionals recommended by the Retirement Plan Committee.

There were no additional questions or comments from the Board.

2. Amendment to Board Policy II R. – First Reading

BOARD ACTION

M/S (Hill/Scoggin): I move to approve the first reading of policy V.R. to allow the Executive Director to authorize the hiring consultants to accommodate the recommendation of the Retirement Plan Committee as set forth in Attachment 1.

A roll call vote was taken and the motion carried 8-0.

Board Member Hill introduced the item and explained that this amendment is a necessary policy change that will allow the implementation of the action taken as part of the prior agenda item, "Retirement Plan Amendment". Todd Kilburn, Chief Financial Officer, discussed that the amendment gives the Executive Director authority to approve recommendations from the Retirement Plan Committee, and that the policy will come before the Board for a second reading during the regular December 2020 Board Meeting. The proposed policy revisions are outlined within the meeting agenda materials.

There were no questions or comments from the Board.

3. Sources and Uses Report

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

Board Member Hill introduced the item and asked Todd Kilburn, Chief Financial Officer, to provide background information. Mr. Kilburn shared that the Finance Vice Presidents from each of the institutions have discussed examining the annual Sources and Uses Report and revising it to make it more useful in the future. He stated that the report is submitted annually as part of the legislative budget book, and reflects the funds that were approved during the previous budget setting process as well as the institutions' spending plans for the upcoming year.

Board Member Hill inquired why this report is brought before the full Board, and Mr. Kilburn responded that it is beneficial for the Board Members to be aware of the information that is presented to the legislature. Matt Freeman, Executive Director,

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added that the report provides context for the Board Members in regard to how the institutions are budgeting their funds as well as budget trends from prior years.

Board Secretary Liebich discussed that it may be helpful to provide a separate, one-time report of expenses and fund allocations relating to the COVID-19 pandemic for later discussion.

There were no additional questions or comments from the Board.

4. Workforce Sharing Recommendation

BOARD ACTION

M/S (Hill/Scoggin): I move to approve the recommendation of the System Optimization Subcommittee to consolidate Risk Management as a function of the Office of the State Board of Education and to direct Board staff to work with the institutions to develop and implement a consolidated model. A roll call vote was taken and the motion carried 7-0. Mr. Liebich was absent from voting.

AND

M/S (Hill/Scoggin): I move to approve the recommendation of the System Optimization Subcommittee to consolidate Internal Audit as a function of the Office of the State Board of Education and to direct Board staff to work with the institutions and the Audit Committee to develop and implement a consolidated model. A roll call vote was taken and the motion carried 7-0. Mr. Liebich was absent from voting.

AND

M/S (Hill/Scoggin): I move to approve the recommendation of the System Optimization Committee for the Office of the State Board of Education to hire a project manager through June 30, 2021 to coordinate the system optimization efforts between the Board and the institutions. A roll call vote was taken and the motion carried 7-0. Mr. Liebich was absent from voting.

Board Member Hill introduced the item and asked Board Vice President Scoggin, Chair of the System Optimization Committee, to provide background information. Board Vice President Scoggin shared that the information presented as part of the meeting agenda materials summarizes the collaboration within the President's Leadership Council (PLC) to create system-wide efficiencies in the areas of risk management and internal audit. The consolidation of risk management and internal audit functions could potentially generate savings among the institutions while creating efficiency and standardization.

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Board Vice President Scoggin stated that the System Optimization Committee has review PLC's proposals and has recommended that these functions be consolidated and housed within the Office of the State Board of Education, while still having strong connection to each of the institutions. The System Optimization Committee has also recommended that a project manager be hired to collect and report progress toward these initiatives.

Board Member Atchley inquired if there is adequate funding for third motion, which pertains to the hiring of a project manager to coordinate the system optimization efforts between the Board and the institutions through the end of FY2021. Matt Freeman, Executive Director, stated that there are funds in the Office of the State Board of Education Budget to cover this expense through the end of the current fiscal year. He added that the position will likely be part-time.

There were no additional questions or comments from the Board.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Lewis-Clark State College – Annual Progress Report

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

Dr. Cynthia Pemberton, Lewis-Clark State College President, provided an annual progress report for LCSC. She noted that the full annual report is included within the meeting agenda materials, and added that while the report summarizes the past year, her presentation would focus on LCSC's goals and future initiatives. President Pemberton began her presentation by discussing the student demographic at LCSC, citing that 82% of students are Idaho residents, 78% are first-generation college students, and 45% of students are eligible to receive pell grants. LCSC aims to be accessible and affordable, connecting learning to life by means of post-graduation placement in the areas of Career Technical Education, graduate school, military, or other continuing education programs. President Pemberton discussed her three current "Presidential Priorities": enrollment and retention, responsiveness and sustainability, and communication and connection.

Enrollment and Retention

President Pemberton discussed that LCSC's fall enrollment numbers have increased year over year despite the effects of the COVID-19 pandemic. She also discussed efficiencies and synergies that were in place prior to the COVID-19 pandemic, as well as challenges and opportunities that have presented themselves as a result of the pandemic. Before the pandemic, LCSC was focused on organizational efficiencies and synergies. President Pemberton discussed several milestones including the launch of a convocation program, the revamping of the Center for Student Leadership and Engagement, the creation of the "Warrior OneStop" online portal, and efforts to "marry" Career Technical Education programs with academic studies. She stated that these operational and organizational changes have created new ways of being for LCSC.

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LCSC continues to focus on serving and supporting students and connecting learning to life.

Following the onset of the pandemic, LCSC has rethought and rebuilt its educational experience by investing in instructional and student support, expanding instructional modality adaptations and options, and adapting the fall and spring instructional calendars to include both eight-week and sixteen-week terms of study. President Pemberton displayed a photo of the Williams Conference Center on the LCSC campus, noting that this is where the Board meeting would have been held, and proudly shared that the center is being used to house classes with appropriate social distancing.

President Pemberton outlined LCSC's instruction modalities and how those modalities have changed since the fall 2019 semester. The modalities are graphically represented within the meeting agenda materials, but the most notable change is the addition of virtual live remote courses in the spring of 2021. President Pemberton discussed that these courses will be virtual, synchronous courses where students are able to participate remotely regardless of their location. 20% of LCSC's spring 2021 courses will be delivered in a virtual live remote format, 20% will be online, 10% will be hybrid, and 50% will be face-to-face.

President Pemberton introduced Dr. Andrew Hanson, Vice President for Student Affairs at LCSC, who focused on student affairs, engagement, and support and the work his team is doing. Dr. Hansen discussed that the majority of student outreach and engagement has transitioned to a virtual format in response to an increasingly virtual world due to the effects of the COVID-19 pandemic. He shared that LCSC is focusing on relational recruiting by promoting multi-level and multi-campus community outreach messaging and correspondence, as well as partnerships and pathways by providing assistance with transfer processes and co-admissions to both LCSC and the College of Eastern Idaho. LCSC is also focusing on adult learner initiatives, micro-credentials, co-curricular engagement, and college to career preparedness.

Dr. Hansen then introduced Holly Daugherty, Coordinator of Student Involvement at LCSC, who discussed LCSC's new "Connecting Learning to Life" co-curricular portfolio option and two initiatives that have been launched by the Office of Student Involvement and the Center for Student Leadership. The purpose of these initiatives is to highlight student involvement opportunities outside of the classroom, and Ms. Daugherty discussed that increased student involvement is linked to higher retention rates. Ms. Daugherty discussed the LC State Do More app, which creates a digital co-curricular transcript for every LCSC student and tracks 20 soft skills within five overarching competencies – Communication & Technology, Teamwork & Leadership, Networking & Global Fluency, Problem Solving & Sustainability, and Professionalism & Enthusiasm. She also discussed LCSC's leadership micro-credential that can be earned through the Idaho SkillStack system. LCSC is the third state institution to offer the micro-credential,

which is made up of four digital badges and earned by mastery in the areas of leading self, leading others, managing processes, and leading for legacy.

Responsiveness and Sustainability

President Pemberton emphasized the importance of responsiveness and sustainability as they pertain to degree relevance and value and to institutional sustainability and viability. She introduced Dr. Lori Stinson, Provost and Vice President for Academic Affairs, who outlined LCSC's program performance and progress in producing successful leaders, engaged citizens, and lifelong learners. Dr. Stinson discussed LCSC's program prioritization process, noting that a faculty/staff focus group focused on program quality, student success, and program impact data in alignment with the institution's strategic plan as well as the Board's metrics and criteria. Moving forward, LCSC has renamed program prioritization and will refer to the process as "Program Performance Plans". The plans will assist programs with setting sustainable enrollment targets, increasing program efficiencies, meeting industry needs, and addressing necessary realignment and restructuring.

Dr. Stinson introduced Dr. Julie Crea, Vice President for Finance and Administration at LCSC, who discussed LCSC's efforts to maintain financial stability to support ongoing growth as well as budget reductions and reallocations in response to the COVID-19 pandemic. Dr. Crea shared that preceding and throughout the pandemic, LCSC has addressed several financial challenges including a prior structural deficit, a decline in revenue, a 2% state-based budget reduction, an enrollment workload adjustment, and an additional 5% state rescission. LCSC has compensated for these expenses with permanent personnel reductions, one-time funding, and furloughs, and is currently debt-free. Dr. Crea discussed that LCSC has been proactive in diversifying revenue by monetizing auxiliaries, leveraging grant opportunities, and fundraising. She also highlighted the Schweitzer Career & Technical Education Center, which, in addition to state allocations, was funded by grants and fundraising efforts.

Communication and Connection

President Pemberton shared that she aimed to model this priority in LCSC's presentation, demonstrating that LCSC operates as a team with a shared voice and values every member of the campus community. She discussed the importance of maintaining frequent and meaningful communication with the campus community and institutional partners. She also stated in her presentation that LCSC is committed to expanding access to higher education and ensuring success for all students while fostering inclusion throughout campus culture and processes. President Pemberton discussed the results of ongoing faculty/staff surveys following the onset of the COVID-19 pandemic, noting that the campus community has indicated that they are satisfied with LCSC's implemented communication strategies and safety measures.

To conclude her presentation, President Pemberton discussed several points of pride. She shared that during the 2019-2020 academic year, LCSC's student athletes held a

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collective 3.27 grade point average. She also shared that LCSC was recently ranked #4 in the west among public regional colleges by a U.S News and World Report titled “2021 Best Colleges). LCSC Coeur d’Alene is ranked as the #1 bachelor’s degree producing institution in Coeur d’Alene, offering 19 degrees in various areas of study. President Pemberton also discussed LCSC’s economic impact, noting that in FY2020: 1,247 students from 20 high schools completed dual credit or early college coursework through LCSC, 2,893 students participated in workforce training programs, and 420 clients (totaling over 2,047 consulting hours) were served through LCSC’s Small Business Development Center.

Following her presentation, President Pemberton showed a brief video showcasing the new Schweitzer Career & Technical Education Center, which formally opens on October 23, 2020.

There were no questions or comments from the Board.

2. Idaho Division of Vocational Rehabilitation – Annual Report

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

Board Member Clark introduced Jane Donnellan, Administrator of the Idaho Division of Vocational Rehabilitation, who provided the annual report for the IDVR. The IDVR has oversees three programs – the Council for the Deaf & Hard of Hearing, Extended Employment Services, and Vocational Rehabilitation. Before formally beginning her presentation, Ms. Donnellan briefly outlined IDVR’s FY2022 budget allocation request, noting minor increases in the requests for the Council for the Deaf and Hard of Hearing and Vocational Rehabilitation’s budgets for information technology services.

Ms. Donnellan stated that the Council for the Deaf and Hard of Hearing (CDHH), which is 100% general funded, is an independent agency that is under the jurisdiction of IDVR for administrative and fiscal purposes. The CDHH aims to create an environment for individuals who are deaf and hard of hearing in Idaho in equal opportunity for them to participate as citizens of the state. CDHH provides increased community awareness and education on issues that impact the deaf and hard of hearing.

Ms. Donnellan discussed the Extended Employment Services (EES) program, which provides skill development in a non-integrated and non-competitive setting in the form of Work Services (WS), or long-term, on-the-job supports in the form of Community-Supported Employment (CSE). The EES program provides support for individuals with traumatic brain injuries, developmental disabilities, specific learning disabilities, and chronic mental illness, and is 100% general funded. During the 2020 Legislative Session, the EES program was enacted into law by Senate Bill 1330, and IDVR has been engaged in virtual listening sessions throughout August, September, and October to collect public comments. Ms. Donnellan discussed demographic information for users

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of the EES program, which is graphically represented within the meeting agenda materials.

Ms. Donnellan then discussed Vocational Rehabilitation (VR), which assists Idahoans with a diverse array of disabilities to prepare, obtain, advance in, and retain employment based on their unique skills and abilities. Ms. Donnellan stated that VR is celebrating a century of service this year, marking 100 years since the Smith Fess Act, also known as the Civilian Rehabilitation Act, was passed in June of 1920. Governor Little declared June 2, 2020 to be Vocational Rehabilitation Day in Idaho. Ms. Donnellan stated that there are eight IDVR regions throughout the state, each of which are supported by 68 nationally certified counselors that hold master's degrees in rehabilitation counseling or related fields.

Ms. Donnellan outlined IDVR's FY2021 initiatives that are currently in progress. IDVR has added three Vocational Rehabilitation Pre-Case Case Managers for students with disabilities, which provide support for students and parents as they prepare to transition out of school. A counselor for the deaf was hired in August, who is able to address the unique needs of the deaf population. IDVR is currently recruiting for a Community Rehabilitation Program Manager that will serve as a liaison for the EES providers. IDVR is also exploring the option of offering benefits counseling.

In FY2020, IDVR served 5,869 individuals, with over 800 individuals employed and working an average of 29 hours per week. Ms. Donnellan shared that the average wage for program participants has increased from \$12.05/hour in FY2016 to \$13.88 in FY2020, and highlighted several of the high-paying professional positions which are outlined within the meeting agenda materials.

Ms. Donnellan discussed that Workforce Innovations and Opportunities Act requires that 15% of the federal grant go toward pre-employment transition services for students with disabilities. IDVR developed two information videos over the summer to provide information for students, parents, and teachers about pre-employment transition services, and one of the videos is included within the agenda materials as part of Ms. Donnellan's presentation.

IDVR collaborated with Idaho State University to create IDVR and ISU Virtual Academy NExT (New Exciting Transitions), which was a week-long program where students from across the state completed quests independently and as part of groups. The experience incorporated career exploration as well as college and career readiness using the various technological platforms.

Ms. Donnellan shared that IDVR held a successful Transition Institute event in November 2019, which allows participants to attend breakout sessions that provide information and best practices for working with students who are preparing to transition from high school to college or career. Collaborators, in addition to IDVR, included the

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State Department of Education, Boise State University, Idaho Parents Unlimited, the Idaho Council of Developmental Disabilities, the Idaho Commission for Blind and Visual Impairments, the Idaho Department of Labor, the Idaho Assistive Technology Project, and the Nampa, Idaho Falls, and Lake Pend Oreille school districts. Unfortunately, the 2020 institute was canceled as a result of the COVID-19 pandemic.

Ms. Donnellan also discussed IDVR's business engagement efforts to assist Idaho businesses with hiring and retaining qualified employees and highlighted a success story by showing a video that is included within the meeting agenda materials.

Ms. Donnellan provided an overview of several challenges that IDVR has faced within the last year, particularly challenges that have resulted from the effects of the COVID-19 pandemic. IDVR has seen a decrease in expenditures as a result of individuals not participating in their plans for employment, and pre-transition services have been significantly affected. Additionally, IDVR has had limited face-to-face access to students with schools operating remotely, and many summer programs, with the exception of the IDVR and ISU Virtual Academy NExT had to be canceled. Ms. Donnellan also noted that staff turnover is significant throughout the state, and shared that the specialized qualifications for counselors result in a smaller applicant pool.

Following her overview of challenges that IDVR has faced during the last year, Ms. Donnellan highlighted other IDVR success stories in addition to the individuals that she discussed earlier in her presentation. Ms. Donnellan concluded her presentation by expressing her gratitude for the Board's support and the hard work and dedication that her staff has exhibited during the past year.

Board Vice President Scoggin inquired about IDVR's specific degree requirement for counselors, asking if the requirement is driven by the law or if it was established within the organization. Ms. Donnellan discussed that the law allows state agencies to define its own standard for education requirements, and noted that IDVR prefers to seek candidates who have earned a master's degree in rehabilitation field because they have a deeper understanding of IDVR's unique customer needs.

There were no additional questions or comments from the Board.

At this time the Board recessed for 10 minutes, returning at 3:50pm.

3. Board Policies I.T. Title IX and III.P. Students – First Reading

BOARD ACTION

M/S (Clark/Hill): I move to approve the first reading of the amendments to Board Policy I.T. Title IX, as provided in Attachment 1, and Board Policy III.P. Students, as provided in Attachment 2. A roll call vote was taken and the motion carried 8-0.

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Board Member Clark introduced the item, stating that it is in response to a recent promulgation of federal rules regarding Title IX sexual harassment, and noted that the attorneys for the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College determined that two Board Policies need to be amended to remain consistent with Title IX regulations and guidance from the US Department of Education and to not conflict with the new regulations. Board Member Clark asked Jenifer Marcus, Deputy Attorney General, to provide more information.

Ms. Marcus stated that the proposed amendments will align the Board Policies with the rules promulgated by the US Department of Education, which include revisions to terminology as well as a significant change that removes sexual harassment student code of conduct claims from consideration of the Board under Board Policy III.P.19. She provided further background information, noting that Board Policy III.P.12 states that institutions are required to have student codes of conduct and Board Policy III.P.19 states that institutions' codes of conduct must include procedures to ensure that an individual who is charged with a violation is provided with notice and an opportunity to be heard and present testimony in his or her defense, as well as an opportunity to appeal any disciplinary action. The proposed amendments would remove claims involving sexual harassment from consideration under Board Policy III.P.19.

Ms. Marcus stated that, under the new federal regulations, institutions are required to allow both parties the right to file an appeal in the case of a sexual harassment complaint. Under the new regulations, the appeal is limited to three claims – procedural irregularity that affected the outcome, new evidence that is not reasonably available at the time of determination of responsibility or dismissal which could affect the outcome, and the possibility that the Title IX Coordinator had a conflict of interest or bias.

Jim Craig, General Counsel at the University of Idaho, emphasized that institutions must give both parties the right to an appeal, and that violations are not limited to students but also apply to employees and other individuals participating in institutional programs or activities. He elaborated that Board Policy currently states that only the student would be able to appeal, but the proposed amendments would allow an individual who is not a student to appeal as well.

Board Vice President Scoggin asked for clarification about whom an individual would be appealing to, if not the Board, and Ms. Marcus stated that the individual would be submitting an appeal to a different decision making individual within the institution. Kevin Satterlee, Idaho State University President, discussed that the revision to remove the appeal to the Board or Executive Director relates to the way that the Title IX policy is written in regard to the procedure and training requirements for appeals. He asked Blake Christensen, General Counsel at Idaho State University, to explain why it is beneficial for individuals to file an appeal with the institution rather than filing an appeal with the Board. Mr. Christensen reiterated the three rights to appeal that Ms. Marcus

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stated earlier, and stated that if the Board wanted to continue to accept appeals on the basis of procedural irregularity they would need to expand the grievances that are allowed within the policy. Additionally, the Board would need to receive the same training that the institutional hearing officers receive.

President Satterlee noted that all other areas of appeals will remain the same, with the option to appeal to the Board, but because the area of sexual harassment violations is heavily regulated and requires extensive training to address, it is logical that these appeals will stay within the institutions. Dr. Cynthia Pemberton, Lewis-Clark State College President, echoed these comments.

Matt Freeman, Executive Director, outlined the process of student appeals in general. He noted that Board Policy does not allow for institution employees to air grievances of any kind to the Board, but it does allow for procedural student appeals for code of conduct violations, which are handled by the Executive Director. He reiterated Mr. Christensen's earlier comments, stating that it is a Board decision whether to continue to have limited appeal rights afforded under Board Policy III.P.19 in code of conduct violations involving public harassment. He also added that if the Board chooses to expand the grievances that are allowed within the policy, necessary training will need to be completed by Board staff.

Alicia Estey, Chief of Staff and Vice President for Compliance, Legal, and Audit at Boise State University, shared her perspective as a former Title IX Coordinator. Ms. Estey discussed that, because of the complex nature of the Title IX regulations, she does not recommend that the appeal responsibility be delegated to a party who will only deal with the process on an occasional basis. She added that appeal boards within the institutions have the necessary experience, ongoing training, and the opportunity to discuss interpretations of the regulations with colleagues. Ms. Estey recommended that these appeals remain within the institutions.

Board President Critchfield reminded the Board that this is the first reading of this policy, and stated that it will come back before the Board for a second reading at the regular December 2020 Board Meeting.

There were no additional questions or comments from the Board.

4. Board Policy I.O. Data Management Council – Second Reading

BOARD ACTION

M/S (Clark/Atchley): I move to approve the second reading of Board Policy I.O. Data Management Council as presented in Attachment 1. A roll call vote was taken and the motion carried 8-0.

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Board Member Clark stated that this item pertains to the second reading of Board Policy I.O. – Data Management Council, and reminded the Board that this policy was brought before the Board for its first reading during the regular August 2020 Board Meeting. She summarized that the policy amendment provides two seats on the Data Management Council for the Office of the State Board of Education and one seat for the State Department of Education as a result of the transition of State Department of Education’s Technology Services staff, and adds one at-large member from an outside entity. She noted that there were no comments or revisions since the policy’s first reading in August.

There were no additional questions or comments from the Board.

5. Board Policy IV.E. Career Technical Education – Administration - Second Reading

BOARD ACTION

M/S (Clark/Scoggin): I move to approve the second reading of Board Policy IV.E. Division of Career Technical Education as provided in Attachment 1. A roll call vote was taken and the motion carried 8-0.

Board Member Clark stated that this item pertains to the second reading of Board Policy IV.E. – Division of Career Technical Education, and reminded the Board that this policy was brought before the Board for its initial reading during the regular August 2020 Board Meeting. She discussed that the policy amendment is in response to a request to identify within Board Policy that fire service training falls under the Division of Career Technical Education’s responsibility, rather than that of the College of Eastern Idaho. There were no comments or revisions since the policy’s first reading in August.

There were no additional questions or comments from the Board.

6. IDAPA 08.02.03.105 – Graduation Requirements – Senior Project – Partial Waiver

BOARD ACTION

M/S (Clark/Keough): I move to waive IDAPA 08.02.03.105.04 Senior Project as a requirement for students graduating at the end of the 2020-2021 school year. A roll call vote was taken and the motion carried 8-0.

Board Member Clark introduced the item and discussed that, if approved, the motion would effectively remove the senior project as a graduation requirement for the 2020-2021 academic year at the state level while allowing districts to maintain it as a requirement at the district level if they choose to do so.

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Board President Critchfield discussed that it would be beneficial for the Board to waive the requirement now rather than in the spring to provide flexibility for districts in the midst of the COVID-19 pandemic. Supt. Ybarra stated that many senior projects include hands-on activities rather than just reports, and that she has received feedback from districts requesting flexibility to make the senior project optional. Board Secretary Liebich echoed these comments, and added that since many projects have a mentorship component, he is in support of providing the districts with flexibility since teachers are already being asked to take on extra responsibilities.

There were no additional questions or comments from the Board.

7. Idaho Back to School Framework

BOARD ACTION

M/S (Clark/Keough): I move to adopt the Idaho Back to School Framework as provided in Attachment 1. A roll call vote was taken and the motion carried 8-0.

Board Member Clark introduced the item and asked Board President Critchfield to provide background information. Board President Critchfield stated that the Idaho Back to School Framework was initiated in July, and that new knowledge has been acquired since the original framework was approved.

The framework encourages collaboration between school districts and local public health districts to determine the category for risk. Initially the framework outlined three categories (green, yellow, and red), but the proposed amendment would add a fourth category (orange). Board President Critchfield stated that, in addition to adding a fourth category, the other key amendment is that the framework no longer signals a specific delivery method. The initial framework noted that districts in red should implement fully remote instructional delivery, but the Board now encourages as much in-person instruction as possible.

Board President Critchfield stated that infection rates in schools are low. She added that the Board's initial role was to provide a framework by which local decisions could be guided, but that the Board now needs to update the categories and allow for more flexibility within the districts. Board Secretary Liebich echoed these comments and discussed that there is variability in what the local public health districts are assessing as risk. Board President Critchfield agreed and stated that it's important to initiate conversations at the district level, rather than directing districts as to how they should make local decisions.

Board Member Clark discussed there have been concerns during meetings of the K-12 Emergency Council surrounding the confusion about implementing different approaches based on different health districts, and expressed her opinion that it is prudent to make revisions to the framework now that more information is available. Greg Wilson, Senior

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Education Policy Advisor to Governor Little, reiterated that the initial framework was approved in July, and shared that districts and charters have done an excellent job transitioning to reopening efforts this fall. He stated that all 115 districts in the state are now operating in a hybrid or fully in-person model, and added that it is crucial to encourage ongoing collaboration between the school districts and local public health districts.

Board Member Scoggin asked for clarification on the addition of a fourth category. Board President Critchfield discussed the initial framework stated that districts should operate in a fully remote format if they are placed in the red category, and that new information has shown that districts can operate with a face-to-face component in the red category. She clarified that the key amendment to the framework provides more flexibility allows districts to decide on their modes of instructional delivery regardless of the category their public health district places them in. Mr. Wilson echoed these comments. Board Member Clark added that, because there is such a wide variety of class sizes and building layouts across the state, this issue needs to be a local decision to ensure maximum flexibility for districts.

Board Vice President Scoggin also inquired about the safety measures that are listed within the categories, and asked if the addition of the orange category alters any of the preventative measures listed. Board President Critchfield stated that the safety measures listed within the framework are not requirements, but suggestions for districts. Board Member Clark added that the Board has never required any safety measures, but has provided recommendations within the framework. Board Secretary Liebich discussed that the framework will likely become a living document that will be revised as needed.

There were no additional questions or comments from the Board.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.N. – General Education – First Reading

BOARD ACTION

M/S (Liebich/Hill): I move to approve the first reading of proposed amendments to Board Policy III.N., Statewide General Education, as submitted in Attachment 1.
A roll call vote was taken and the motion carried 8-0.

Board Secretary Liebich introduced the item and discussed that the revisions to Board Policy III.N. provide more flexibility for Board staff. Dr. TJ Bliss, Chief Academic Officer, stated that the revisions are primarily technical in nature. The primary proposed amendment designates the Executive Director (or his designee) as the Chair of the General Education Matriculation (GEM) Committee, while current the current policy designates the Chief Academic Officer as the Chair of that committee. This revision would align Board Policy III.N. with other Board Policies, with the Executive Director (or

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designee) designated as the primary functionary within the Board office. The other key amendment requires that institutions provide transfer information on their own websites. All other revisions to the policy are minor technical corrections that provide greater flexibility and effectiveness for education work throughout the state.

There were no additional questions or comments from the Board.

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

BOARD ACTION

M/S (Hill/Clark): I move to approve the first reading of proposed amendments to Board Policy III.S., Remedial Education, as submitted in Attachment 1. A roll call vote was taken and the motion carried 8-0.

Board Secretary Liebich introduced the item and asked Dr. TJ Bliss, Chief Academic Officer, to provide background information. Dr. Bliss stated that the purpose of the proposed amendments is to more clearly define the concept of college readiness and clarify the requirements related to college students who need additional in general education math and English language arts courses. The proposed policy amendments define three levels of student readiness – academically prepared, academically underprepared, and academically unprepared. Dr. Bliss shared that the amendments were developed through a statewide collaborative process last summer, with representation from each of Idaho’s eight public institutions of higher education.

Dr. Bliss discussed that the policy has been significantly reformatted based on the readiness level distinctions, which enhances readability and interpretation. The amendments to the policy include the update of several definitions, removed the definition of “College Level Course”, and provided an expanded definition for “Student Readiness”. The policy in its entirety, including the proposed amendments as part of the first reading, can be found within the meeting agenda materials.

Board Member Atchley shared that she was impressed by the clarity that has stemmed from the policy amendments. Board Member Clark echoed these comments and thanked the Instruction, Research and Student Affairs committee for the work that has been done on this policy.

There were no additional questions or comments from the Board.

3. EPSCoR Annual Report

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

Board Secretary Liebich introduced the item and discussed that the Experimental Program to Stimulate Competitive Research (EPSCoR) is required to provide an annual report to the Board. EPSCoR recently provided a formal presentation of its annual

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report to the Instruction, Research and Student Affairs committee, and the full report is included within the meeting agenda materials. Board Secretary Liebich asked Dr. TJ Bliss, Chief Academic Officer to provide a brief overview of the report for the Board.

EPSCoR is a federal-state partnership designed to enhance the science and engineering research, education, and technology capabilities of states that traditional have received smaller amounts of federal research and development funds. Dr. Bliss stated that Idaho institutions received three new EPSCoR awards during the past year – a Track-2 award of \$6M focused on EPSCoR collaborations and two Track-4 awards for EPSCoR fellows totaling upwards of \$365,000. He also stated that Idaho’s National Science Foundation (NSF) award percentage has risen to .27%; he outlined that states are eligible to receive EPSCoR funding when their award percentage is below .75%, although the goal of EPSCoR is to assist states with raising their NSF award percentage to a point where EPSCoR funding is no longer needed.

Board Member Hill noted that the Track-1 award is a result of the Board’s \$8M Higher Education Research Council matching grant funds, and is a collaborative effort among Idaho’s three research institutions. He also noted that the EPSCoR program seeks to provide research experience as part of the higher education process at the undergraduate and graduate level, and added that the individual projects aim to serve the state of Idaho.

There were no additional questions or comments from the Board.

4. President’s Leadership Council Report

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

Board Secretary Liebich introduced the item and asked Kevin Satterlee, Idaho State University President and Chair of the President’s Leadership Council to provide background information. The item was in response to a Board request for an update regarding the fall semester as well as the institutions’ responses to the COVID-19 pandemic. President Satterlee stated that all of Idaho’s public institutions of higher education are open because of the Board’s goal of continuing to serve students. He expressed his gratitude for the dedication of faculty and staff throughout the state, and discussed the weekly system collaboration calls that have been occurring since March under the leadership of Danielle Dunstan, Chief of Staff to the President at Idaho State University.

Each of the Presidents provided a brief update on their respective institutions:

Boise State University

Dr. Marlene Tromp, Boise State University President, shared that, overall, BSU students have reported that they are satisfied with the university’s response to the COVID-19 pandemic. Faculty have participated in over 16,000 hours of training and professional

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development over the summer to prepare for the fall semester and the potential for remote delivery. BSU has hired a staff of 30 individuals to assist with public health decisions and is sharing best practices with other institutions as well as the K-12 system. BSU has seen \$29M in salary savings and \$3.5 M in furlough savings in response to losses incurred due to the COVID-19 pandemic. Dr. Tromp also stated that Huron, a higher education consulting group, recently reached out to her to utilize BSU as a national model for responding to the financial crisis by shaping the university's future in the midst of the pandemic.

College of Southern Idaho

Dr. Dean Fisher, College of Southern Idaho President, echoed President Satterlee and President Tromp's comments about collegiality and collaboration among the institutions. CSI's enrollment for the fall 2020 semester increase .1% over last year, with a 74% increase in online-only enrollment. Dr. Fisher expressed his appreciation for CSI's faculty and staff and their efforts to ensure the continuation of student learning in light of the uncertainty created by the pandemic. He shared that he charged the Fine Arts department of with creating an uplifting video to the tune of "Lean on Me" by Bill Withers, which featured CSI's faculty and staff. The full video can be found on YouTube: <https://youtu.be/lsAFEZ-X-5s>.

University of Idaho

Scott Green, University of Idaho President, discussed UI's preparations over the summer to ensure a safe campus reopening this fall. In conjunction with the Gritman Medical Center in Moscow, UI ensured that all students were tested before stepping foot on campus in August, and retested all students in mid-October. The UI lab also provided service to local nursing homes, LCSC nursing students, and other community partners. President Green stated that UI has successfully isolated students who have tested positive for COVID-19, and has continued to enforce all safety measures that have previously been discussed with the Board. UI will go fully remote after Thanksgiving and then test students before they return for the spring semester in January. UI's overall enrollment has decreased slightly over last year. President Green stated that UI has recently hired a new Vice President of Research and Development and a new Chief Marketing Officer/Executive Director of Communications, and proudly shared that UI was recently rated #1 Best Value in the West by U.S. News & World Report.

North Idaho College

On behalf of Dr. Rick MacLennan, North Idaho College President, Dr. Lita Burns, Vice President for Instruction at NIC, discussed that while enrollment has slightly decreased, student enthusiasm on campus has increased this fall. NIC has been employing multiple learning modalities and enforcing strict safety measures on campus, including mandated facemasks. Dr. Burns noted that students have been compliant with safety, and that NIC is continuing to monitor local conditions in conjunction with the Panhandle Health District. NIC has closed its campus to members of the public, and Dr. Burns

shared that NIC remains hopeful that it will be able to invite members of the public back onto campus in the near future.

Lewis-Clark State College

Dr. Cynthia Pemberton, Lewis-Clark State University President, reminded the Board that she provided updates during the LCSC annual report earlier in the agenda. She stated that the financial impact of the COVID-19 pandemic will be ongoing for all of the institutions, and noted that funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act will offset approximately one-third of these expenses. LCSC is collaborating with several community partners on pandemic-related initiatives and continues to maintain several regular occasions each week to communicate with the campus community. President Pemberton shared that over 200 faculty and staff members participated in online training during the summer to familiarize themselves with the “Canvas” learning management system, and added that 100% of LCSC courses utilize “Canvas” to some degree. President Pemberton expressed her gratitude for the ongoing hard work and dedication of LCSC’s faculty and staff throughout the pandemic.

College of Eastern Idaho

Dr. Rick Aman, College of Eastern Idaho President, shared that CEI’s enrollment has increased by 11%. CEI is operating parallel with guidance provided by the Eastern Idaho Health District, and has mandated face coverings on their campus. President Aman shared two key concerns, noting that CEI is not permitted to test individuals who may have been exposed and that there is not an adequate counseling staff available to address the mental health concerns of students and other members of the counseling community. One-third of CEI’s courses are online, and all in-person courses have been moved to larger capacity spaces to allow adequate social distancing. President Aman echoed his fellow Presidents’ comments regarding the collaboration among the institutions.

College of Western Idaho

Dr. Bert Glandon, College of Western Idaho President, shared that CWI is delivering 35% of courses in-person, 35% of courses online, and 30% in a hybrid/flex model. CWI’s enrollment has decreased 1.2% since last year. President Glandon discussed that CWI is employing several safety measures including mandated facemasks, enhanced cleaning protocols, and social distancing, but noted that mitigation efforts are difficult because CWI is a commuter campus that welcomes students from different areas of the Treasure Valley.

Idaho State University

President Satterlee concluded the update, sharing that ISU communicated with students early to let them know that campus would be open this fall. ISU’s enrollment has decreased by approximately 2%, and that graduate student enrollment has increased by about 7%. ISU has relocated over 1,500 classes to different locations to allow for proper

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social distancing and reduced housing capacity by 50% to allow for distancing and designated quarantine beds. President Satterlee shared the results of a recent mid-semester student survey, which determined that 90% of students feel confident in their major, 92% of students are aware that they have an advisor at ISU, and 89% of students indicated that they plan to register for courses next spring. Like the University of Idaho, ISU will be fully remote after Thanksgiving.

There were no additional questions or comments from the Board.

5. IRSA Committee Priorities and Milestones 2020-2021

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

Board Secretary Liebich, Chair of the Instruction, Research and Student Affairs (IRSA) committee, discussed that the full IRSA committee met earlier this year to determine long-term priorities. He stated that an outline of the priorities that the committee identified for the upcoming year is included within the agenda materials, and asked the Board to review the materials and provide feedback. Board Secretary Liebich asked that feedback be sent to himself or Dr. TJ Bliss, Chief Academic Officer.

There were no additional questions or comments from the Board.

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

BOARD ACTION

M/S (Keough/Atchley): I move to adjourn the meeting at 5:48pm (MST). The motion carried 8-0.



DRAFT

**STATE BOARD OF EDUCATION MEETING
November 2, 2020**

**Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho**

A special meeting of the Idaho State Board of Education was held via Zoom teleconference on Monday, November 2, 2020. Board President Debbie Critchfield presided and called the meeting to order at 3:00pm (MST). A roll call of members was taken.

Present

Debbie Critchfield, President
Andy Scoggin, Vice President
Kurt Liebich, Secretary
Dr. Linda Clark

Emma Atchley
Shawn Keough
Dr. Dave Hill
Sherri Ybarra, State Superintendent

Monday, November 2, 2020, 3:00 p.m. (Mountain Daylight Time)

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. University of Idaho – Public Private Partnership Utility Transaction

BOARD ACTION

M/S (Hill/Clark): I move to approve the Resolution proposed by the University of Idaho, the title of which is as follows:

A RESOLUTION of the Regents of the University of Idaho Authorizing That Certain Long-Term Lease and Concession Agreement for the University of Idaho Utility System, Including Authorization of the Lessee and Concessionaire Thereunder, Performance of all Obligations Thereunder and Executive and Delivery of Documents in Connection Therewith.

A roll call vote was taken and the motion carried 8-0.

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Board Member Hill introduced the item and asked Scott Green, University of Idaho President, to provide background information. President Green discussed that the UI has collaborated over the last year with legal, financial, and operational experts to consider a public-private partnership for its utility systems. The UI will lease its utility systems for a term of 50 years, a term that is standard for this type of agreement, in order to generate cash flow, implement a disciplined capital improvement and deferred maintenance plan for UI's aging utility system, and turn a cost center into a revenue center. President Green discussed that the transaction as a whole will be \$225M in total with money flowing into and out of the UI each year, and added that UI can expect more than \$6M in annual cash flow to help fund revenue-generating activities over the term of the partnership.

Brian Foisy, Vice President for Finance and Administration at the UI, outlined the composition of the advisory team that has collaborated to draft the agreement over the past year. The advisory team has representatives from Reith Jones Advisors (UI Advisor), PFM Financial Management (UI Financial Advisor), Hawley Troxell Ennis & Hawley (UI Outside Legal Counsel), Wells Fargo Securities (Transaction Strategic Advisor), Jones Day (Transaction Legal Counsel), and Ernst & Young (Transaction Tax Advisor). Mr. Foisy stated that the parties involved with the advisory team have extensive experience with private-public partnership transactions within the higher education space.

Mr. Foisy outlined that the UI's interest in a public-private partnership is driven by four main objectives: 1. Drive improvements and efficiencies within the existing utility system, 2. Utilize the expertise of the private market to advance utility-system goals and objectives through future capital projects, 3. Establish a disciplined deferred maintenance funding plan for utility-system assets, and 4. Receive upfront capital to fund strategic initiatives. Mr. Foisy stated that in order to achieve these objectives, the UI will grant the potential partner or Concessionaire the rights to operate the university's utility systems that are currently operated by the UI, invest in a strong credit over a 50-year term, finance and construct improvements to the system approved by the university, and receive an annual utility fee comprised of a fixed fee, operations and maintenance costs, and project cost recovery.

Kent Nelson, Special Associate General Counsel at the UI, provided a legal overview of the transaction structure and primary agreements. He discussed the basic model of a public-private partnership, which is graphically represented within the meeting agenda materials, as well as the Lease and Concession Agreement (L&CA) and the Operator Agreement (OA). The L&CA serves the primary governing document between the University and the Concessionaire, and outlines all of the UI and Concessionaire requirements for the duration of the term as well as details on existing system/assets, performance requirements, and methodology for transactions between the parties. The OA governs the day-to-day operations and financial arrangement between the

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Concessionaire and the private operator, which is not the UI, and is subject to the requirements listed within the L&CA.

President Green discussed the strategic initiatives that the revenue from the public-private partnership will be utilized for, including undergraduate success and scholarships, graduate student success, general scholarships and research, and telling the UI's story through marketing and recruiting efforts. Mr. Nelson provided a supplementary overview of the strategic initiatives fund, noting that approximately \$153M of the upfront proceeds is anticipated to be invested in the newly created Idaho Non-Profit Idaho Strategic Initiatives Fund (SIF). The SIF Board will consist of 3 members that have yet to be determined, and will contract with the UI Foundation for investment management. The SIF will amortize principal over the 50-year term by making annual distributions of both principal and interest to the UI. Return assumptions, approximately 5% per year have been confirmed with the UI foundation and contemplate annual increases in funding to the university.

Mr. Foisy discussed that the annual utility fee paid to the Concessionaire is comprised of three components: a fixed, pre-determined annual fee (\$7.6M per year escalating by 1.5% beginning on July 1, 2026), a reimbursement for normal operations and maintenance costs, and a variable fee that encompasses principal and interest costs of projects approved by the UI and funded and executed by the Concessionaire. Mr. Foisy also provided an overview of the projected capital expenditures, detailing that the UI has identified \$167.7M of capital expenditure projects to sustain the existing system (\$100.3M) and enhance/grow the utility system (\$67.4M). He noted that these projects would be approved by the UI and funded/executed by the Concessionaire.

Richard Reith, a Partner of Reith Jones Advisors, provided a comparison of the UI's annual revenue and expenses. Mr. Reith discussed that the advisory team evaluated the feasibility of the transaction considering the projected annual revenue and total net benefit to the university, and noted that baseline and elevated scenarios reflect research growth assumptions and related impacts. A graphical representation of the baseline and elevated projections are included within the meeting agenda materials. Mr. Reith shared that expected revenues include strategic initiatives returns, debt defeasance savings, operations and maintenance cost savings, existing spending on operations and maintenance, and utility subsidy fund allocations. He stated that expected expenses are utility fees paid to the Concessionaire. Mr. Reith also stated that the anticipated net benefit to the UI over the term of the agreement is conservatively projected to be \$351M.

Mr. Foisy shared that, following a competitive bidding process, the UI has selected Sacyr Plenary Utility Partners of Idaho as the preferred Concessionaire. Sacyr Infrastructure USA and Plenary Americas USA comprise equal parts of Sacyr Plenary Utility Partners of Idaho, and Mr. Foisy shared that the group has successfully completed 70 public-private partnership projects over the past 22 years and has never

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exited a project. He noted that Sacyr Plenary's long-term focus gives the UI confidence that the partnership will run smoothly throughout the entire 50-year term. Sacyr Plenary has selected McKinstry Essention, based out of Seattle, Washington, to serve as the Operator for the agreement. McKinstry Essession has over 60 years of experience designing and delivering utility solutions for over 130 higher education institutions, and collaborated with the UI from 2008-2011 on a \$40M energy conservation project.

President Green expressed his gratitude for the work that has gone into the project, the efforts of the advisory team, and the ongoing support of the Board.

Board Member Clark inquired about the long length of the term, and President Green stated that a 50-year term is standard for this type of agreement. He added that a 50-year term is often required in order to see a return on investment.

Board Secretary Liebich stated that the initial presentation of this project reflected an upfront utility subsidy reserve of \$18M, and noted that that projection has risen to \$34.4M. Mr. Foisy responded that the initial agreement was for \$165M, and has risen to \$225M which, in turn, increased the amount of the subsidy reserve. Board Secretary Liebich also inquired about the anticipated annual \$6M revenue that would fund strategic initiatives, and President Green stated that this is a conservative figure that could increase over time.

Board Vice President Scoggin inquired about the risk factors of the partnership. Mr. Nelson responded that there are two main risk factors that the UI has taken into consideration, including the presumed benefits and revenue not being actualized, and issues with the operator. Mr. Nelson discussed that the advisory team considered risks and that much of the contract mitigates risk factors.

Board President Critchfield asked if the UI could provide an update on the project to the Board in the future. President Green agreed and stated that two years would be adequate to gather sufficient data to report back to the Board. President Green reiterated his gratitude for the Board's continued support.

There were no additional questions or comments from the Board.

2. Idaho Public Television – Corporation for Public Broadcasting Funding

BOARD ACTION

M/S (Hill/Atchley): I move to approve the request by Idaho Public Television to enter into the alternate payee agreement attached as Exhibit 1 and authorize the Executive Director of the State Board of Education to execute future similar agreements between Idaho Public Television and the Corporation for Public Broadcasting, if required by the Corporation for Public Broadcasting, in

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conformance with all applicable statutes and policies. A roll call vote was taken and the motion carried 8-0.

Board Member Hill introduced the item and asked Ron Pisaneschi, General Manager of Idaho Public Television (IPTV), to provide background information. Mr. Pisaneschi discussed that IPTV continues to maintain a strong partnership with the Corporation for Public Broadcasting and is eligible to receive grant funding.

The Corporation for Public Broadcasting requires that the Alternate Payee Agreement, which is included within the meeting agenda materials, include a representation from IPTV that “a resolution, motion, or similar action has been adopted, passed, or taken by the Grantee’s governing body authorizing it to enter into this agreement.” Mr. Pisaneschi explained that the Board has not provided such authorization in recent years, and added that this item requests for the Board to authorize the Executive Director of the State Board of Education to enter into such agreement with the Corporation for Public Broadcasting on behalf of IPTV in the future.

There were no questions or comments from the Board.

3. Coronavirus Relief Fund – Grant Program

BOARD ACTION

M/S (Hill/Keough): I move to approve the expenditure of up to \$5,080,000 from the \$30 million CFAC allocation for the purchase of devices for use by students at school districts and charter schools, and to authorize Board staff to execute all necessary contracts for the purchase in accordance with all applicable State of Idaho statutes and Department of Treasury guidance. A roll call vote was taken and the motion carried 8-0.

Board Member Hill introduced the item and asked Board Secretary Liebich, Co-Chair of the Digital Divide Taskforce, to provide background information. Board Secretary Liebich discussed that the Board previously approved the Digital Divide Taskforce recommendations for the expenditure of \$30M in Coronavirus Financial Advisory Committee (CFAC) funds to assist with bridging the “digital divide” that has been exemplified by the COVID-19 pandemic.

Board Secretary Liebich reiterated the importance of the “four legs of the stool” that comprise remote learning (devices, connectivity, the use of a learning management system, and professional development), and noted that the State Department of Education has been working to distribute the allocated grants to local education agencies for these expenses. The initial survey of local education agencies (LEAs) over the summer indicated that there were 180,000 students without devices. According to a recent survey of LEAs, there are still 22,000 students across the state who are without devices.

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Following the distribution of the initial LEA grants, there is still approximately \$5M from the original \$30M in CFAC funds that has yet to be allocated. Board Secretary Liebich discussed two possible uses for the remaining \$5M, the first of which being utilizing the original allocation method to send additional funds to the LEAs. He also discussed the delayed supply chain as a result of the COVID-19 pandemic and stated that it would be helpful and more effective for the Board to utilize the remaining \$5M to submit a large order for “Chromebooks” or similar devices that could be expeditiously produced and delivered to the LEAs by the manufacturer.

Board Member Keough inquired if “Chromebooks” are the best tool for students. Board Secretary Liebich and Board Member Hill discussed that there is no “one size fits all” option, but “Chromebooks” are what the majority of LEAs across the state are requesting. Superintendent Ybarra inquired how many “Chromebooks” could be purchased utilizing the \$5M, and Board Secretary Liebich estimated that the \$5M would be able to purchase approximately 15,000 devices.

Supt. Ybarra pointed out that LEAs were able to apply for funding for devices through the initial grant allocation, and inquired how the expenditure of the \$5M would be communicated since the LEAs were told there was \$30M available when the grant funding was initially announced. Board Secretary Liebich discussed that the \$5M was set aside when the funds were first made available and that LEAs were notified that they were eligible to apply for their share of the remaining \$25M. He reiterated that, because of the supply chain delay, it would be easier for the Board to place a large order for devices than it would be for LEAs to acquire them on their own. He added that the only device that would be attainable in a large quantity by the December 30, 2020 deadline are touchscreen Dell laptops. Supt. Ybarra inquired where the devices will come from and if all the devices would be new, and Board Secretary Liebich responded that all devices would be new and would be acquired through the State purchasing contract with Dell.

Board President Critchfield noted that this action would allow Board Staff to explore next steps, but would not guarantee the acquisition of devices. Board Member Clark added that, because many LEAs in Idaho are quite small, they are unable to move themselves forward within the supply chain without assistance.

There were no additional questions or comments from the Board.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

4. Pending Fee Rule – Docket Number 08-0000-2000F

BOARD ACTION

M/S (Clark/Hill): I move to approve the pending omnibus fee docket 08-0000-

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2000F, as provided in Attachment 1. A roll call vote was taken and the motion carried 8-0.

Board Member Clark introduced the item and explained that the proposed omnibus fee rule was published by the Department of Administration in a special bulletin on September 16, 2020, and no public comments were received during the 21-day public comments period. Board Member Clark stated that there have not been any revisions made to the pending rule since it was proposed to the Board during the regular August 2020 Board Meeting. If approved by the Board, the pending rule will be forwarded to the legislature for consideration during the 2021 Legislative Session. The pending rule document is included within the meeting agenda materials.

There were no questions or comments from the Board.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

5. Online Idaho – Update

BOARD ACTION

M/S (Hill/Keough): I move to approve “Online Idaho” as the name of Idaho’s digital campus initiative. A roll call vote was taken and the motion carried 8-0.

AND

M/S (Hill/Keough): I move to approve the request by the Office of the State Board of Education to enter into a contract with Instructure for Year Two and Year Three of a three-year statewide implementation of the Canvas Learning Management System, in conformance with the Terms and Conditions contained in Attachment #3 and in substantial conformance with Attachments #4 and #5, for an amount not to exceed \$1, 417,275, bringing the total of all three phases with Instructure to \$2,335,970. A roll call vote was taken and the motion carried 8-0.

Board Secretary Liebich introduced the item and asked Board Member Hill, who has been actively involved with the steering committee for digital campus initiative and Dr. TJ Bliss, Chief Academic Officer, to provide background information. Board Member Hill stated that significant progress has been made since the Board received an update in August, and added that he continues to work closely with the steering committee.

Dr. Bliss highlighted the work being done by the steering committee, which is comprised of two Presidents, two provosts, a General Education Matriculation (GEM) committee member, the executive director of the Workforce Development Council (WDC), and Board staff. The steering committee has collaborated with communication and marketing staff at the institutions to develop the name for the digital campus – Online Idaho. Dr. Bliss discussed that the steering committee is working closely with the WDC because it is likely that Online Idaho will be closely connected with the WDC’s “Idaho

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LAUNCH” initiative. Because of the COVID-19 pandemic and subsequent jobs crisis, it is critical that Idahoans be able to access the postsecondary education and training necessary to move forward in their chosen career field.

Dr. Bliss displayed a graphical representation of Online Idaho, which can be found within the meeting agenda materials, that outlines the components of Online Idaho as well as the key third-party vendors that will be supporting those components. He discussed that Online Idaho is to be built on a foundation of services, tools, and resources that will be supported by a statewide learning management system (LMS), Canvas. Dr. Bliss discussed the other components of the model, including an online course catalog and course sharing platform, which will be developed and supported by a vendor called Quottly. He also noted that programs and certificates as well as pathway programs are possible additions to Online Idaho in the future, but they are not part of the contract that is currently being negotiated with Quottly.

Dr. Bliss introduced Alicia Policinski (Co-Founder and CEO of Quottly), James Gibson (Co-Founder and Chief Technology Officer for Quottly), and Lynn Colgin (Senior Vice President of Strategic Partnerships for Quottly), who provided a more in-depth overview of Quottly’s platform services and their role in the development of Online Idaho. Ms. Policinski discussed that Quottly’s mission is to help institutions of high education navigate a changing landscape by providing a configurable course exchange and searchable course transfer platform for accredited college courses and programs. Quottly currently serves 145 institutions with a combined enrollment of over 2.5 million students.

Ms. Policinski outlined that the Quottly online platform provides cross registration in order to unify the course discovery and registration experience across all campuses, as well as a transfer equivalency tool that guides students with program and course transferability information. She provided an overview of Quottly’s proposal for the Board, noting that Quottly would deliver configured course sharing and transfer equivalency modules, Student Information System (SIS) integration, and automated transfer equivalency creation. More information about the implementation phases, deliverables, and milestones can be found within the meeting agenda materials.

Mr. Gibson shared his screen to provide an overview of mock platform configurations that students might see on their computers, tablets, and smartphones in order to provide better understanding of the platform. He discussed key features that would be available within the platform, including a system-wide course search function with several filtering and sorting options. He also showed a demonstration of the transfer equivalency module.

Board President Critchfield inquired if it would be possible to see the platform once it is completed before it is accessible by students, and Mr. Gibson stated that he would be

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happy to provide a virtual tour of the platform once it is fully developed for anyone who is interested.

Board Secretary Liebich asked if the institutions have had an opportunity to see the Canvas and Quottly platforms. Dr. Jonathan Lashley, Associate Chief Academic Officer, discussed that institutional stakeholders have been presented with a similar demonstration of the Quottly platform and were given the opportunity to discuss technical needs. He noted that several of Idaho's institutions are already using Canvas as a learning management system on their campuses. Dr. Cynthia Pemberton, Lewis-Clark State College President, echoed these comments and stated that these proposals have the full support of the institutions in terms of functionality and potential future growth.

Board President Critchfield expressed her gratitude for the work that has been done so far by the steering committee, as well as the collaboration from the institution Presidents and Board Staff.

There were no additional questions or comments from the Board.

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

BOARD ACTION

M/S (Hill/Liebich): I move to adjourn the meeting at pm 4:42pm (MST). The motion carried 8-0.

The State Board of Education tentatively plans to convene weekly for a virtual Special Board Meeting during the COVID-19 pandemic to receive updates on the status of public education in Idaho and to take action as necessary.



**STATE BOARD OF EDUCATION MEETING
November 23, 2020**

**Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho**

A special meeting of the Idaho State Board of Education was held via Zoom teleconference on Monday, November 23, 2020. Board President Debbie Critchfield presided and called the meeting to order at 3:00pm (MST). A roll call of members was taken.

Present

Debbie Critchfield, President
Andy Scoggin, Vice President
Kurt Liebich, Secretary
Dr. Linda Clark

Shawn Keough
Dr. Dave Hill
Sherri Ybarra, State Superintendent

Absent

Emma Atchley

Monday, November 23, 2020, 3:00 p.m. (MST)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Temporary and Pending Rule – Docket 08-0201-2001 – Average Daily Attendance and Full-Time Equivalent Enrollment Reporting

BOARD ACTION

M/S (Clark/Keough): I move to approve the amended temporary and pending rule Docket 08-0201-2001, establishing enrollment full-time equivalencies reporting, as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0.

Board Member Clark introduced the item and asked Tracie Bent, Chief Planning and Policy Officer, to provide an overview of the changes that were made to this temporary and pending rule since it first came before the Board during the August 26, 2020 regular

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Board Meeting. Ms. Bent noted that the changes to the proposed rule since its initial reading in August are highlighted in yellow within the meeting agenda materials. The amendments are also outlined within the meeting agenda materials, and include the addition of language needed to account for the conversion from FTE enrollment for reporting purposes and using FTE enrollment for calculating average daily attendance. This additional language added to IDAPA 08.02.02.250.06 accounts for the unique way that support units are calculated for summer school programs, as well as minor technical corrections.

Board Secretary Liebich inquired about the process for ensuring that a student is not counted as more than one FTE. Julie Oberle, Chief Financial Officer for Public Schools within the State Department of Education, discussed that the October enrollment measured by Idaho Code 33-127 requires that students who are included in the data must have at least one positive day of attendance within the previous ten school days. She added that 2.5 hours is equivalent to .5 days average daily attendance, and 4 hours is equivalent to a 1 day average daily attendance. Board Secretary Liebich discussed that districts' learning management systems should be able to track whether students are attending school while learning virtual. Ms. Oberle stated that the SDE is relying on attendance being reported for each student, and added that each student must be showing adequate progress and be in contact with their teacher in order to receive credit for attendance. Board Member Clark suggested that it might be beneficial to survey the local education agencies to determine if adequate measures are in place to track virtual attendance.

There were no additional questions or comments from the Board.

2. Pending Rule – Docket 08-0202-2002 – Educator Certification

BOARD ACTION

M/S (Clark/Hill): I move to approve pending rule Docket 08-0202-2002, as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0. Mrs. Atchley was absent from voting.

Board Member Clark introduced the item and noted that there were no revisions made to the pending rule since it initially came before the Board during the August 26, 2020 regular Board Meeting. She added that no comments were received during the public comment period.

There were no questions or comments from the Board.

3. Pending Rule – Docket 08-0501-2001 – Seed Certification (Chapter Repeal)

BOARD ACTION

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M/S (Clark/Scoggin): I move to approve pending rule Docket 08-0501-2001, Rules Governing Seed and Plant Certification, repealing the chapter in its entirety as provided in Attachment 1. A roll call vote was taken and the motion carried 7-0. Mrs. Atchley was absent from voting.

Board Member Clark introduced the item and noted that there were no revisions made to the pending rule since it initially came before the Board during the August 26, 2020 regular Board Meeting. She added that no comments were received during the public comment period.

There were no questions or comments from the Board.

4. Pending Rule – Docket 47-0101-2001 – Vocational Rehabilitation Services

BOARD ACTION

M/S (Clark/Hill): I move to approve pending rule Docket 47-0101-2001 as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0. Mrs. Atchley was absent from voting.

Board Member Clark introduced the item and asked Tracie Bent, Chief Planning and Policy Officer, to provide background information. Ms. Bent explained that Idaho Administrative Code, IDAPA 47.01.01, was not extended by the 2019 Legislature and expired on June 30, 2021. The Board approved a temporary rule during its November 26, 2020 Special Board Meeting that reestablished the rules for vocational rehabilitation services provided by the Idaho Division of Vocational Rehabilitation (IDVR). These rules were approved as a temporary rule rather than proposed and pending rules to allow IDVR to go through a two-year revision process with stakeholders to effectively rewrite the chapter. The temporary rule approved by the Board in November expired at the end of the 2020 Legislative Session.

Following the completion of the revision, IDVR submitted a new temporary and proposed rule that the Board approved during the June 2020 Regular Board Meeting. The amendments were posted to IDVR's website for public comment, and IDVR considered and incorporated the majority of the recommendations into the pending document. The comments received during the public comment period and their corresponding responses are included within the meeting agenda materials.

There were no questions or comments from the Board.

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

BOARD ACTION

M/S (Ybarra/Hill): I move to adjourn the meeting at 3:23pm (MST). The motion carried 7-0. Mrs. Atchley was absent from voting.



STATE BOARD OF EDUCATION MEETING
December 7, 2020

Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho

A special meeting of the Idaho State Board of Education was held via Zoom teleconference on Monday, December 7, 2020. Board President Debbie Critchfield presided and called the meeting to order at 3:00pm (MST). A roll call of members was taken.

Present

Debbie Critchfield, President
Andy Scoggin, Vice President
Kurt Liebich, Secretary
Dr. Linda Clark

Dr. Dave Hill
Shawn Keough
Emma Atchley
Sherri Ybarra, State Superintendent

Monday, December 7, 2020, 3:00 p.m. (MST)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. IDAPA 08.04.01 – Idaho Digital Learning Academy – Partial Waiver – Proctored Exams

BOARD ACTION

M/S (Clark/Scoggin): I move to waive IDAPA 08.05.01.102.01 proctored final exam requirement for the 2020-2021 academic school year. A roll call vote was taken and the motion carried 8-0.

Board Member Clark introduced the item and discussed that, as outlined in IDAPA 08.04.01.102.01, all Idaho Digital Learning Academy (IDLA) courses require that students take a comprehensive final exam at an approved testing site with the supervision of a proctor. Many school districts and charters are operating in a virtual or hybrid modality as a result of the COVID-19 pandemic, and IDLA is not able to conduct all final exams in-person, under the supervision of a proctor at this time. During the spring 2020 semester, IDLA requested that the Board waive this requirement for the

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remainder of the 2019-2020 academic year, and is now requested that the Board waive the requirement for the 2020-2021 academic year. The waiver does not prevent IDLA from requiring proctored exams at the end of the 2020-2021 academic year, should the public health situation improve, but allows flexibility in regard to final exam requirements as the year progresses.

Board Vice President Scoggin inquired if this is the same waiver that the Board passed earlier this year, and Board Member Clark confirmed that it is an extension of the same waiver through the end of the 2020-2021 academic year.

Board Secretary Liebich inquired about the format of IDLA exams prior to the onset of the COVID-19 pandemic. Jacob Smith, Director of Operations for IDLA explained that exams are usually administered in a school district computer lab with the supervision of a proctor. Board Secretary Liebich also inquired if there is a way to administer proctored exams in a remote format, and Mr. Smith discussed that IDLA has explored third party options for virtual exam proctoring. He noted that the options available are quite expensive, but IDLA will continue to investigate options for virtual proctoring moving forward.

There were no additional questions or comments from the Board.

2. Temporary and Pending Rule – Docket 08-0201-2001 – FTE Enrollment and Attendance Reporting

BOARD ACTION

M/S (Clark/Keough): I move to rescind the motion to approve the amendments to the temporary and pending rule Docket 08-0201-2001 on November 23, 2020. A roll call vote was taken and the motion carried 8-0.

AND

M/S (Clark/Keough): I move to approve the pending rule Docket 08-0201-2001, establishing full-time equivalent student enrollment reporting, as submitted in Attachment 1. A roll call vote was taken and the motion carried 8-0.

Board Member Clark introduced the item, and Board President Critchfield discussed that the proposed amendment makes the rule solely temporary rather than temporary and pending. She noted that following the Board's Special Meeting on November 23, 2020, more information and data become available and reopened the discussion pertaining to this rule. Board Member Clark discussed the specific details of the amendment and proposed Board action.

During the November 23, 2020 Special Board Meeting, the Board approved amendments to temporary and pending rule Docket 08-0201-2001, which included the

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addition of language needed to account for the conversion from full-time equivalent (FTE) enrollment for reporting purposes as well as using FTE enrollment for calculating average daily attendance. The amendments were based on comments received from State Department of Education staff as well as school district and charter personnel. At the time, preliminary data reported in FY2021 showed a higher variance between projected average daily attendance and FTE equivalent enrollment than was identified in earlier projections utilizing FY2020 data. The variance is primarily due to the challenges schools are experiencing in regard to students being instructed through remote and hybrid models. The preliminary FTE enrollment data projects an estimated 4% decline in overall students across the system in FY2021. If the projections are correct, school districts and charter schools would experience a reduction in state funding that is generated based on support units.

Following the Board's action during the November 23, 2020 Special Board Meeting, the Division of Financial Management (DFM) expressed concerns with the potential ongoing fiscal impact of utilizing FTE student enrollment for calculating average daily attendance. DFM has asked the Board to reconsider including this provision in the final pending rule that would take effect when the 2021 Legislature adjourns. DFM has also given permission for the Board to promulgate a second temporary rule that will incorporate the provisions for utilizing average FTE student enrollment to calculate average daily attendance during the current fiscal year, and to resubmit the pending rule without this provision. The amendments, which are identical to the amendments that the Board approved on November 23, 2020, include an additional amendment that removes all proposed amendments to IDAPA 08.02.01.250.06. Average Daily Attendance. The amendments are outlined within the agenda materials.

Superintendent Ybarra echoed Board President Critchfield's comments and added that she has heard concerns from school districts across the state surrounding funding, and noted that conversations about this temporary rule will continue in the spring once more data is available to inform decisions.

Board Vice President Scoggin asked for clarification, inquiring if this action would change the substance of the rule. Board President Critchfield reiterated that the action would not change the substance of the rule, but would only make it temporary rather than temporary and pending.

Board Secretary Liebich inquired when complete enrollment data will be available. Supt. Ybarra stated that school districts have multiple opportunities throughout the academic year to upload data, and that the Board will likely have a more complete data representation in January. Julie Oberle, Chief Financial Officer for Public Schools within the State Department of Education (SDE), shared that the SDE just received updated data from districts on December 4 and that the SDE is working quickly to review the data. Board Member Clark stated that it is important to note that this is the first time in over 20 years that Idaho has experienced a decrease in public school enrollment, and

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that districts utilize their enrollment data to create their budgets. Board President Critchfield echoed these comments and discussed that the Board is hopeful that making this rule temporary rather than temporary and pending will provide some reassurance for districts and keep the ongoing conversation open.

There were no additional questions or comments from the Board.

3. Temporary Rule – Docket 08-0201-2002 – FTE Enrollment Reporting and Average Daily Attendance Computation

BOARD ACTION

M/S (Clark/Hill): I move to approve the temporary rule Docket 08-0201-2002, establishing full-time equivalent student enrollment reporting for the current school year and allowing average FTE student enrollment to be used for calculating average daily attendance, as submitted in Attachment 1. A roll call vote was taken and the motion carried 8-0.

Temporary Rule Docket 08-0201 is a companion rule to the pending rule in Docket 08-0201-2001. The temporary rule takes all of the language negotiated through Docket 08-0201-2001, establishing full-time student enrollment reporting methodologies and the administrative/technical corrections to provisions for eligible days of attendance and adds language removed from the pending rule, Docket 08-0201-2001, allowing an average of the FTE student enrollment to be used in calculating average daily attendance. If approved, Docket 08-0201-2002 would allow averaging of the FTE student enrollment numbers to be used for calculating average daily attendance until the 2021 Legislature adjourns.

There were no questions or comments from the Board.

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

BOARD ACTION

M/S (Liebich/Keough): I move to adjourn the meeting at 3:18pm (MST). The motion carried 8-0.

**CONSENT
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TAB	DESCRIPTION	ACTION
1	BAHR – IDAHO STATE UNIVERSITY – MULTI-YEAR AGREEMENT WITH ELSEVIER LIBRARY	Action Item
2	BAHR – IDAHO STATE UNIVERSITY – TEACHER EDUCATION ONLINE PROGRAM	Action Item
3	BAHR – UNIVERSITY OF IDAHO – CITY OF MOSCOW SERVICES CONTRACT	Action Item
4	IRSA – BOISE STATE UNIVERSITY – PROPOSAL FOR DISCONTINUATION – MASTERS OF HEALTH SCIENCE	Action Item
5	SDE – PROFESSIONAL STANDARDS COMMISSION - UNIVERSITY OF IDAHO – NEW PROGRAM PROPOSAL – MASTER IN TEACHER	Action Item
6	SDE – PROFESSIONAL STANDARDS COMMISSION - EMERGENCY PROVINCIAL CERTIFICATES	Action Item
7	BAHR – IDAHO STATE UNIVERSITY COVID-19 TESTING SERVICES CONTRACT WITH SHIELD T3 LLC	Action Item

BOARD ACTION

I move to approve the consent agenda.

CONSENT
DECEMBER 17, 2020

IDAHO STATE UNIVERSITY

SUBJECT

License Agreement with Elsevier B.V.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests permission to enter into a three-year subscription agreement with Elsevier B.V. (Elsevier). ISU entered into an agreement with Elsevier in 2016 that did not meet the threshold for State Board of Education approval and has amended the agreement on an annual basis. This will be the fifth amendment to the subscription agreement. The proposed agreement will provide unlimited simultaneous and remote access to journal titles for students, faculty, staff, researchers, and independent contractors of ISU as well as for visitors using computer terminals in the Eli M. Oboler Library.

Elsevier's extensive and unique full-text journal collection covers authoritative titles from the core scientific literature, including high-impact factor titles. Access to the collection is critical for academic programs and research on campus.

Access to the journals is crucial for academic programs and the continued growth of active research programs and increased research productivity by ISU students and faculty members. Journal titles included in the package are used worldwide by leading researchers. Without access to these journals, students and faculty would be placed at a distinct disadvantage regionally and nationally.

ISU is unable to utilize subscriptions to these journals at other institutions due to strict licensing rules imposed by the publishers. Elsevier is the sole publisher and distributor of the electronic journals offered in this package, and on the ScienceDirect platform.

In the past, ISU renewed the license agreement on an annual basis. This year ISU was offered an incentive to enter into a three-year agreement that will reduce the annual fee by 10%. The total amount of the three-year agreement is \$1,535,486.18, paid in yearly installments.

IMPACT

Idaho State University will utilize a combination of local and appropriated funds.

Year 1 (January 1 – December 31, 2021)	\$505,060.91
Year 2 (January 1 – December 31, 2022)	\$510,111.52
Year 3 (January 1 – December 31, 2023)	<u>\$520,313.75</u>
	\$1,535,486.18

CONSENT
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ATTACHMENTS

Attachment 1 – Elsevier Subscription Agreement

STAFF COMMENTS AND RECOMMENDATIONS

The agreement with Elsevier is part of the general operational cost of the library in support of the academic programs. Reduction of the annual fee by utilizing a multi-year agreement provides stability and cost savings for Idaho State University. Policy V.I.3.a states, “Purchases exceeding one million dollars (\$1,000,000) require prior Board approval.” Staff recommends approval.

BOARD ACTION

I move to authorize Idaho State University to enter into a three-year license agreement, for an amount not to exceed \$1,535,486.18, with Elsevier as outlined herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

1



**FIFTH AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated 06 October 2016, as last amended on 11 March 2020 (the “Agreement”) and wish to amend the Agreement as set forth in this amendment (“Amendment”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 17 December 2020 as set forth below and on Schedule 1.

1. The agreement is extended as set forth below:

The term of the Agreement is hereby extended to continue until 31 December 2023.

2. Add the following clause in Section 5 of the agreement:

5.3 Early Termination Due To Insufficient Budgetary Allotment From Government.

The Subscriber may terminate this Agreement upon thirty (30) days notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber’s payment obligation attaches to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 17 December 2020.

IDAHO STATE UNIVERSITY
(Subscriber)

Name:
Title:

ELSEVIER B.V.
(Elsevier)

Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

Amendment No.: 1-19240341932

Agreement No.: 1-11004657763

Schedule 1
Subscribed Products/Access/Fees

The Subscribed Fees identified below are in addition to those identified in the Agreement.

IDAHO STATE UNIVERSITY

Amendment No. 1-19240341932

Subscribed Products – publisher	Access	2021 USD	2022 USD	2023 USD
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
• <i>Total Electronic Subscription</i>		\$429,534.66	\$433,830.01	\$442,506.61
• <i>Total Subscription Turnover</i>		\$429,534.66	\$433,830.01	\$442,506.61
• Electronic Subscription Fee (10 % discounted)		\$386,581.21	\$390,447.02	\$398,255.96
• Content Fee 25 %		\$107,383.78	\$108,457.62	\$110,626.77
Transferred Titles Fee		\$7,112.25	\$7,183.37	\$7,327.04
Cell Press Collection Fee		\$3,983.67	\$4,023.51	\$4,103.98
TOTAL FEES		\$505,060.91	\$510,111.52	\$520,313.75

Adjustment of Fees

After the initial year of the Term, the Fees for the Subscriber's Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

**Annex A to Schedule 1.1
Subscribed Titles**

IDAHO STATE UNIVERSITY

Product ID	ISSN	Subscribed Title (online only)
00471	0306-4603	Addictive Behaviors
13170	0196-6553	American Journal of Infection Control
13229	0272-6386	American Journal of Kidney Diseases
13046	0196-0709	American Journal of Otolaryngology
12002	0003-2697	Analytical Biochemistry
05138	FS00-5138	Analytica Chimica Acta with Vibrational Spectroscopy
05137	0003-2670	<i>Analytica Chimica Acta</i>
05190	0924-2031	<i>Vibrational Spectroscopy</i>
12602	0003-3472	Animal Behaviour
03002	0143-6228	Applied Geography
05093	0304-3770	Aquatic Botany
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13191	0883-9417	Archives of Psychiatric Nursing
00246	1352-2310	Atmospheric Environment
00270	0005-1098	Automatica
04241	0005-7894	Behavior Therapy
00265	0005-7967	Behaviour Research and Therapy
12009	0006-291X	Biochemical and Biophysical Research Communications
07505	0006-2952	Biochemical Pharmacology
02008	0006-3207	Biological Conservation
12015	0093-934X	Brain and Language
05146	0169-7439	Chemometrics and Intelligent Laboratory Systems
00586	0145-2134	Child Abuse & Neglect
00652	0272-7358	Clinical Psychology Review
04242	1077-7229	Cognitive and Behavioral Practice
07452	8755-4615	Computers and Composition
00759	0747-5632	Computers in Human Behavior
00347	0360-1315	Computers & Education
00398	0098-3004	Computers & Geosciences
02220	0955-0674	Current Opinion in Cell Biology
12025	0012-1606	Developmental Biology
02168	1359-6446	Drug Discovery Today
05328	0012-821X	Earth and Planetary Science Letters
05329	0012-8252	Earth-Science Reviews
02022	0269-7491	Environmental Pollution
07647	0015-0282	Fertility and Sterility
13216	0016-5085	Gastroenterology
00212	0016-7037	Geochimica et Cosmochimica Acta
05334	0169-555X	Geomorphology
13166	0197-4572	Geriatric Nursing
00266	0020-7489	International Journal of Nursing Studies
05340	0924-2716	ISPRS Journal of Photogrammetry and Remote Sensing
05384	0165-4101	Journal of Accounting and Economics
12628	0140-1971	Journal of Adolescence
00801	0887-6185	Journal of Anxiety Disorders
07456	0193-3973	Journal of Applied Developmental Psychology

Product ID	ISSN	Subscribed Title (online only)
12643	0305-4403	Journal of Archaeological Science
12627	0140-1963	Journal of Arid Environments
07687	0148-2963	Journal of Business Research
07688	0883-9026	Journal of Business Venturing
07693	0021-9924	Journal of Communication Disorders
13165	0099-1767	Journal of Emergency Nursing
14027	0099-2399	Journal of Endodontics
02034	0265-931X	Journal of Environmental Radioactivity
12063	0022-0965	Journal of Experimental Child Psychology
12065	0022-1031	Journal of Experimental Social Psychology
06015	0304-405X	Journal of Financial Economics
07705	0094-730X	Journal of Fluency Disorders
14016	0894-1130	Journal of Hand Therapy
12647	0305-7488	Journal of Historical Geography
12624	0047-2484	Journal of Human Evolution
05344	0022-1694	Journal of Hydrology
00231	0022-1910	Journal of Insect Physiology
12074	0749-596X	Journal of Memory and Language
12615	0022-2836	Journal of Molecular Biology
13410	1499-4046	Journal of Nutrition Education and Behavior
13176	0891-5245	Journal of Pediatric Health Care
13162	0882-5963	Journal of Pediatric Nursing
05173	0731-7085	Journal of Pharmaceutical and Biomedical Analysis
13189	8755-7223	Journal of Professional Nursing
12081	0092-6566	Journal of Research in Personality
00539	0191-8141	Journal of Structural Geology
13343	0892-1997	Journal of Voice
05347	0377-0273	Journal of Volcanology and Geothermal Research
08040	0303-7207	Molecular and Cellular Endocrinology
12093	1055-7903	Molecular Phylogenetics and Evolution
00279	0028-3908	Neuropharmacology
05577	0161-813X	NeuroToxicology
05213	FS00-5213	Nuclear Instruments and Methods in Physics Research A & B
05211	0168-9002	<i>Nuclear Instruments and Methods in Physics Research Section A: Accelerators, Spectrometers, Detectors and Associated Equipment</i>
05212	0168-583X	<i>Nuclear Instruments and Methods in Physics Research Section B: Beam Interactions with Materials and Atoms</i>
13175	0029-6554	Nursing Outlook
12100	0749-5978	Organizational Behavior and Human Decision Processes
07753	0090-2616	Organizational Dynamics
13160	1524-9042	Pain Management Nursing
00603	0191-8869	Personality and Individual Differences
07546	0091-3057	Pharmacology Biochemistry and Behavior
07536	0163-7258	Pharmacology & Therapeutics
07548	0031-9384	Physiology & Behavior
04065	0031-9406	Physiotherapy
05358	0301-9268	Precambrian Research
07437	0363-8111	Public Relations Review
00865	1040-6182	Quaternary International

Product ID	ISSN	Subscribed Title (online only)
07759	0034-4257	Remote Sensing of Environment
04094	1750-9467	Research in Autism Spectrum Disorders
00826	0891-4222	Research in Developmental Disabilities
05360	0037-0738	Sedimentary Geology
12113	0049-089X	Social Science Research
00315	0277-9536	Social Science & Medicine
00332	0038-0717	Soil Biology & Biochemistry
05187	0039-9140	Talanta
13405	1557-3087	Teaching and Learning in Nursing
07447	1096-7516	The Internet and Higher Education
07418	0099-1333	The Journal of Academic Librarianship
02286	0099-5355	The Lancet (North American Edition)
12116	0041-008X	Toxicology and Applied Pharmacology
05431	FS00-5431	Trends in Analytical Chemistry
05189	0165-9936	<i>Trends in Analytical Chemistry</i>
02115	0968-0004	Trends in Biochemical Sciences
02119	0167-7799	Trends in Biotechnology
02122	0169-5347	Trends in Ecology & Evolution
02120	0168-9525	Trends in Genetics
02169	1360-1385	Trends in Plant Science

Product ID	ISSN	Cell Press Collection Journal Title
07590	0092-8674	Cell
07813	0002-9297	The American Journal of Human Genetics

Product ID	ISSN	Transferred Title (online only)
07681ACC	0735-1097	Journal of the American College of Cardiology
18872	FS00-8872	Journal of Obstetric, Gynecologic & Neonatal Nursing and Nursing for Women's Health
18868	0884-2175	<i>Journal of Obstetric, Gynecologic & Neonatal Nursing</i>
18869	1751-4851	<i>Nursing for Women's Health</i>
18866	0022-3549	Journal of Pharmaceutical Sciences

CONSENT
DECEMBER 17, 2020

IDAHO STATE UNIVERSITY

SUBJECT

Online Program Fee for Teacher Education Program

REFERENCE

June 21, 2018

Board discussed proposal from the College of Southern Idaho to offer a Bachelor of Applied Science in Education and the need for ISU and CSI to collaborate to meet the educator preparation needs in the Magic Valley region. No formal action was taken.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.
Idaho State Board of Education Governing Policies & Procedures, Section III.G.3

BACKGROUND/DISCUSSION

The College of Education (COE) at Idaho State University (ISU) is planning to offer a fully online, fee-based BA/BS in Elementary Education and BA/BS in Special Education that aligns with the existing face-to-face BA/BS in Elementary Education and BA/BS in Special Education programs. The curriculum of the programs will mirror that of the existing teacher education programs but will be delivered in an online, largely asynchronous format. The request to offer these programs online was submitted as a letter of notification to the Office of the State Board of Education, on October 20, 2020 in accordance with Board Policy III.G.3.c.ii.6.

ISU requests permission to implement an online program fee that is less than the regular tuition and fee costs, in lieu of tuition and other fees, in accordance with Board Policy V.R.3.a.x. Adding online delivery will make the program accessible and affordable to more individuals seeking to become teachers, reaching directly into many of Idaho's rural areas and meeting the needs of a greater segment of the post-traditional educator market, providing another way to address Idaho's ongoing teacher shortage.

The program fee of \$262/credit is less than the current ISU per-credit fee of \$328, which falls between the current per credit hour cost of the College of Southern Idaho (CSI) and ISU. No tuition or other fees will be charged. It is anticipated that candidates will enter the proposed program having earned 60 credits and completed their general education requirements. The total cost to a student entering the program with 60 credits would be \$15,720.

IMPACT

In setting the program fees, the goal was to provide an affordable option to students while ensuring that revenue would cover the costs within a few years of launching the program. The fiscal impact of the proposed program was based upon

CONSENT
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enrolling 10 new students in the first year, 15 new students in the second year, and 20 new students in the third year.

The program is expected to run a small deficit the first two years (\$72,065 in year one and \$3,219 in year two), after which net income will be sufficient to cover the costs of the program, even as it grows.

ATTACHMENTS

Attachment 1 – Proposed budget for the Online Teacher Education Program

Attachment 2 – Budget Narrative

Attachment 3 – Letter from ISU Provost

STAFF COMMENTS AND RECOMMENDATIONS

Board policy V.R.3.a.x. allows an online program fee to be charged, with Board approval, for any fully online undergraduate, graduate, or certificate program. Pursuant to Board policy V.R. “An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities (e.g. campus-supported learning management system, videoconferencing, etc.); provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.”

The request for the program fee provides an opportunity to expand teacher education at Idaho State University in a way that encourages increased enrollment but covers the costs of the program. It will expand the demographic reach by creating a fully online modality and supports the great market need for teachers.

ISU and CSI have had a long-standing partnership to provide Region 4 with educator preparation opportunities. At the June 2018 Regular Board meeting, CSI brought forward a proposal to offer a baccalaureate degree in education. One of the concerns expressed at the time was that the current partnership with ISU was not meeting the region’s demands for teachers. The Board did not take action on the program proposal and asked ISU and CSI to look at ways the existing partnership could be improved to meet Region 4’s educator preparation needs. At the June 2019 Regular Board meeting, the Board approved CSI’s request to offer a non-traditional certification program that is based on mastery and offered on-line. This program allows individuals from across the state who already have a baccalaureate degree to complete an approved educator preparation program on-line and earn their educator certification and teach in the classroom. CSI’s program was developed to meet the immediate educator shortage needs identified in the Board’s Educator Pipeline Report and request from school district located in Region 4. In addition to CSI’s on-line program, Lewis-Clark State College offers an online Elementary Education program resulting in a Bachelor of Science degree with options for a minor in special education and a minor in literacy.

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Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to add an online program fee of \$262 per credit to the online teacher education program, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ISU #2020-LON-07 Online option for BA/BS Elementary Education, BA/BS Special Education - Teacher Prep program

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY 2022		FY 2023		FY 2024		FY 2025	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	10	10	15	15	20	20	25	25
B. Shifting enrollments	0	0	10	10	15	15	20	20
Total Enrollment	10	10	25	25	35	35	45	45

II. REVENUE

	FY 2022		FY 2023		FY 2024		FY 2025	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Institution Funds	\$141,227.52	\$0.00	\$145,464.35	\$0.00	\$149,828.28	\$0.00	\$154,323.13	\$0.00
3. Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. New Tuition Revenues from Increased Enrollments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Student Fees	\$78,600.00	\$0.00	\$196,500.00	\$0.00	\$275,100.00	\$0.00	\$353,700.00	\$0.00
6. Other (i.e., Gifts)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Revenue	<u>\$219,828</u>	<u>\$0</u>	<u>\$341,964</u>	<u>\$0</u>	<u>\$424,928</u>	<u>\$0</u>	<u>\$508,023</u>	<u>\$0</u>
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Ongoing is defined as ongoing operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

III. EXPENDITURES

	<u>FY 2022</u>		<u>FY 2023</u>		<u>FY 2024</u>		<u>FY 2025</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	<u>6.4</u>	<u>0.00</u>	<u>6.4</u>	<u>0.00</u>	<u>6.4</u>	<u>0.00</u>	<u>6.4</u>	<u>0.00</u>
2. Faculty	<u>\$143,836.66</u>	<u>\$0.00</u>	<u>\$147,971.76</u>	<u>\$0.00</u>	<u>\$152,230.91</u>	<u>\$0.00</u>	<u>\$156,617.84</u>	<u>\$0.00</u>
3. Adjunct Faculty	<u>\$16,611.84</u>	<u>\$0.00</u>	<u>\$17,110.20</u>	<u>\$0.00</u>	<u>\$17,623.50</u>	<u>\$0.00</u>	<u>\$18,152.21</u>	<u>\$0.00</u>
4. Graduate/Undergrad Assistants	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
5. Research Personnel	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
6. Directors/Administrators	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$45,000.00</u>	<u>\$0.00</u>	<u>\$46,350.00</u>	<u>\$0.00</u>
7. Administrative Support Personnel	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
8. Fringe Benefits	<u>\$52,004.02</u>	<u>\$0.00</u>	<u>\$53,501.14</u>	<u>\$0.00</u>	<u>\$70,793.17</u>	<u>\$0.00</u>	<u>\$72,853.96</u>	<u>\$0.00</u>
9. Other:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Personnel and Costs	<u>\$212,453</u>	<u>\$0</u>	<u>\$218,583</u>	<u>\$0</u>	<u>\$285,648</u>	<u>\$0</u>	<u>\$293,974</u>	<u>\$0</u>

<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
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	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00
2. Professional Services	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	\$0.00
3. Other Services	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Communications	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00
5. Materials and Supplies	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00
6. Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Materials & Goods for Manufacture & Resale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Expenditures	\$48,000	\$0	\$48,000	\$0	\$24,500	\$0	\$24,500	\$0

	FY 2022		FY 2023		FY 2024		FY 2025	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment								
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FY 2022**FY 2023****FY 2024****FY 2025**

**D. Capital Facilities Construction
or Major Renovation**

E. Other Costs

Utilites								
Maintenance & Repairs								
Other Online Fee Distribution	\$31,440.00		\$78,600.00		\$110,040.00		\$141,480.00	
1) ISU Central	\$15,720.00		\$39,300.00		\$55,020.00		\$70,740.00	
2) ISU Student Affairs	\$7,860.00		\$19,650.00		\$27,510.00		\$35,370.00	
3) ISU ITRC	\$7,860.00		\$19,650.00		\$27,510.00		\$35,370.00	
Total Other Costs	\$31,440	\$0	\$78,600	\$0	\$110,040	\$0	\$141,480	\$0
TOTAL EXPENDITURES:	\$291,893	\$0	\$345,183	\$0	\$420,188	\$0	\$459,954	\$0
Net Income (Deficit)	-\$72,065	\$0	-\$3,219	\$0	\$4,741	\$0	\$48,069	\$0

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

II.2.	Reallocation of institutional funds include salary and fringe for two full time faculty already funded in the COE to be dedicated to the program
II.5.	Total student fees estimated assuming students enroll in 30 credits per year at \$262 per credit
III.F.3.1.	ISU Central Administrative Overhead (LFADxx): 20% of student fees distribution
III.F.3.2.	ISU Academic Affairs ITRC: 10% of student fees distribution
III.F.3.3.	ISU Student Affairs: 10% of student fees distribution
0	0
0	0
0	0
0	0

ISU Online Teacher Ed Prep RAIS Budget Narrative

(BA/BS Elementary Ed and BA/BS Special Ed)

Supplement to Letter of Notification #2007-LON-07

To assess the fiscal impact of the program we projected conservative enrollments, estimated annual program costs, and set a program fee that would allow the College of Education to break even by year three. Specifically, we anticipate enrolling 10 new students in the first year, and each year thereafter enrolling 5 more new students than the previous year (e.g., 15 new students year 2, 20 new students year 3, etc.). By the fifth year our goal is to enroll 30 new students, with the intent of each year thereafter adding 30 new students. Assuming this level of enrollment, we predict that we would need two clinical faculty assigned to teach in the program, along with some additional funds to provide for adjunct faculty support. Further, we accounted for faculty development, travel, marketing, and material and supplies in our operating expenses.

In setting the program fees, our goal was to provide an affordable option to students while ensuring that program revenue would cover the costs within a few years of launching the program. Our recommendation is to charge students in this online program a per credit fee of \$262. This falls between the current per credit hour tuition cost of CSI and ISU. Moreover, assuming students in the proposed program earn 60 credits, their total program cost would be competitive with a typical graduate of Western Governors University, a presumed competitor in this market.

Given the estimated enrollment and proposed fee, the 5-year cumulative fee revenue is \$1,336,200.

October 20, 2020

Dr. T.J. Bliss
Chief Academic Officer
State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Dr. Bliss,

Pursuant to the Partial Waiver of Board Policy III.G., Modification 7, please be advised that Idaho State University requests approval to offer the teacher preparation program completely online. The programs include the BA/BS in Elementary Education and the BA/BS in Special Education.

Also, in accordance with the Partial Waiver of Board Policy V.R., subsections 3.b. and 3.c., we request approval to implement an Online Program Fee of \$262 per credit for the online versions of these programs, in lieu of tuition, for those students enrolled in the fully online programs. We understand this fee request must be approved by the BAHHR committee as well as by the full SBOE, and request your staff's assistance in adding it to the BAHHR Committee and Board agendas.

The curriculum of the proposed programs will mirror that of the existing teacher education programs but will be delivered in an online, largely asynchronous format. This method of delivery will make the program accessible and affordable to more individuals seeking to become teachers, reaching directly into many of Idaho's rural areas and meeting the needs of a greater segment of the post-traditional educator market, providing another way to address Idaho's ongoing teacher shortage.

Initially, the program will offer endorsements in Elementary Education and Special Education, but the College of Education will work closely with other colleges on campus to ensure that our students who need to complete endorsements in other areas will be offered the relevant coursework in an online format.

An online program fee will be used to support this program. We expect the program to run a small deficit for the first two years until it is established, after which net income will be sufficient to cover the costs of the program. As noted above, this is based on a proposed fee of \$262 per credit. No other tuition or fees will be charged.

No curricular changes are necessary as the relevant courses already exist and will be offered in an online format.

This change will be implemented for the 2021-2022 academic catalog.

Please feel free to contact me with questions.

Sincerely,

Laura Woodworth-Ney, Ph.D.
Executive Vice President and Provost
Professor of History
Idaho State University
Pocatello, Idaho 83209
208-282-4026/woodlaur@isu.edu



CONSENT
DECEMBER 17, 2020

UNIVERSITY OF IDAHO

SUBJECT

City Services Contract

REFERENCE

August 2010

Police Services contract approval between the University of Idaho and the City of Moscow

October 2017

Police, Fire, and EMS Services contract approval between the University of Idaho (UI) and the City of Moscow

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3
Acquisition of Personal Property and Services

BACKGROUND/DISCUSSION

The University of Idaho (U of I) has completed the renegotiation of a proposed new Master Agreement for Services between the Regents of the University of Idaho and the City of Moscow, Idaho to provide police, fire, and preventative services to the U of I Moscow campus.

The University of Idaho has contracted with the City of Moscow since 1966 for Police law enforcement services. The University's continuing overarching goal is to provide effective police and security services to campus constituencies in a professional, friendly, and collaborative manner. It is important that all student, staff, faculty, and visitors feel safe and in fact are safe while on the Moscow campus.

The most recent contract between the City of Moscow and U of I was approved by the Board at its October 2017 meeting. The proposed contract requires the City of Moscow to provide seven dedicated sworn police personnel to conduct community policing and patrol on the Moscow campus; provide sworn police personnel to provide police support for special events; provide training to various members of the campus community on drug and alcohol abuse, sexual assault, and bystander intervention; assist U of I with threat assessments; staff an on-campus police substation; and meet with student leaders to discuss campus related issues. The proposed contract also formalizes the City of Moscow's obligation to provide certain fire and EMS services. Among other things, this portion of the contract requires the City of Moscow to provide fire prevention education services; provide fire response services; maintain a student resident volunteer fire program; provide equipment for special event fire prevention services; and facilitate Emergency Medical Services to U of I.

CONSENT
DECEMBER 17, 2020

IMPACT

The initial term of this agreement is from October 1, 2020 through September 30, 2025 with one five-year optional renewal and additional year-to-year renewals until terminated by either Party. Contracted annual services total \$1,460,775. This amount is a reduction from the prior contract. The annual price escalation has also been reduced to 1% for the second year, 2% for the third year, and subsequent increases may not exceed 3% annually. The U of I also agrees to pay extra for police and fire services for special events not listed in the contract. Further, U of I agrees to pay one-half of the cost of a future City of Moscow purchase of a Fire Department Ladder Truck Engine, which is currently estimated to cost U of I approximately \$750,000. This purchase is planned to take place sometime during the initial five-year agreement.

A specific term negotiated by the U of I was the effective date of the annual services amount. Once the contract is approved and executed by the parties, the effective date relates back to October 1, 2020 to match the agreed upon commencement date of the negotiated lower services charge for the first year. This allows the University to realize the savings from the new contract terms effective as of October 1.

Total value of the contract for the five-year initial term plus the five-year renewal but not including the subsequent year-to-year renewals, special event costs, or ladder truck purchase, is \$16,318,149 for the period of October 1, 2020 to September 30, 2030.

ATTACHMENTS

Attachment 1 – Proposed Master Agreement for Services

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho has a long standing and successful relationship with the City of Moscow to provide needed services involving public safety. The relationship began in 2010 and was expanded in 2017. The proposed Agreement for Services provides stability to the University and protection for its students. The ability to coordinate reporting and provide preventative training allows the experts in the field to provide guidance. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into the Master Agreement for Services between the University of Idaho and the City of Moscow as proposed in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services (“Master Agreement”) is made and entered into by and between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (“University”) and the City of Moscow, Idaho, a municipal corporation of the State of Idaho (“City”), collectively the Parties.

RECITALS

University desires to obtain the services described herein of City; and

City has expertise and experience in providing the services described herein for the benefit of the University.

TERMS

The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

1.0 Scope of Services

1.1 City agrees to perform such services as are set forth in this Master Agreement with the standard of care and skill customarily provided in the performance of such services, and University agrees to pay City such amounts as are specified in this Master Agreement, all upon the following terms and conditions:

1.2 Police Services. City agrees to provide community policing and patrol, tactical team support, and special events support.

1.2.1 Community Policing and Patrol. City will provide seven (7) dedicated sworn police personnel to conduct community policing and patrol, of which three (3)* are exclusive assignments to the Campus Division of the Moscow Police Department (MPD), generally based on the schedule below:

Campus Commander*	Monday-Friday 7:30 a.m. to 4:30 p.m.
Campus Community Policing Officer 1*	Monday-Friday 8:00 a.m. to 4:00 p.m.
Campus Community Policing Officer 2*	Tuesday-Saturday 1:00 p.m. to 9:00 p.m.
Detective/Narcotics	Tuesday-Friday 7:00 a.m. to 5:00 p.m.
Patrol 1	Wednesday-Saturday 5:00 p.m. to 3:00 a.m.
Patrol 2	Saturday-Tuesday 5:00 p.m. to 3:00 a.m.
Patrol 3	Tuesday-Saturday 9:00 p.m. to 7:00 a.m.

All efforts will be made to maintain the above schedule; however, changes may be made to provide flexibility and to address particular needs of the Parties. Whenever reasonably possible, changes should be communicated as soon as known to the University's Executive Director of Safety and Security as identified in Section 11.0.

Community policing and patrol services shall include, but are not limited to the following:

- a) providing community outreach by the police staff to campus constituents including students, staff and faculty;
- b) weekly review and planning meetings with other security and University staff;
- c) dignitary safeguarding;
- d) establishing a presence in the MPD Campus Division University substation;
- e) operating the campus gun locker as per the procedures agreed upon by the Parties;
- f) regular patrols, which may include vehicle, bicycle, or foot patrols as determined by the Parties to be most effective, and which will focus on the campus environment;
- g) at least three [3] special emphasis patrols;
- h) additional records reporting time to assist the University with Clery Act reporting requirements;
- i) regular duty-related overtime; and
- j) enforcement of limited access streets, University-owned streets, and open to the public streets.

The community policing and patrol services described in this Section are in addition to general law enforcement activities of MPD, which often occur on University campus. MPD can and does utilize other personnel within MPD to enforce the laws necessary to meet the University's needs and to fulfill the requirements of this Master Agreement.

1.2.2 Tactical Team Support. City will maintain a tactical team that is appropriately trained in crisis and emergency response that is related to the needs of University. Crisis and emergency response planning will be coordinated between University and City.

1.2.3 Special Events Police Support. City will provide sworn police personnel to provide special events police support for the following events:

- a) Dignitary visits requiring more special events support than can be provided by the Campus Commander and the two (2) Community Policing Officers;
- b) All home football games up to fourteen (14) officers, including command;
- c) All away football games: City may authorize the Campus Commander or designee to travel as member of traveling unit, with University paying for travel-related expenses;
- d) All men's and women's home basketball games up to four (4) officers;
- e) Three (3) special emphasis patrols;
- f) Special bookstore detail;
- g) Jazz Festival;
- h) Borah Symposium;
- i) Bellwood Lectures;
- j) Spring and Winter Commencements held in Moscow;
- k) Board of Regents meetings when held in Moscow.

1.2.4 Campus Division Police Special Services. City will provide Moscow Police Department (MPD) services for the following:

- a) Resident Life Advisors' training on marijuana recognition;
- b) Fraternity, Sorority and resident life students training on alcohol abuse, sexual assault, bystander intervention, etc.;
- c) Fraternities and Sororities will be assigned a specific MPD representative to assist with issues during the academic year;
- d) MPD will attend meetings with Chapter Greek advisors to mediate problems;
- e) MPD will attend and will provide information to the Dean of Students office at conduct meetings;
- f) MPD will provide immediate notification to a designated University representative of major incidents that occur on campus or major incidents involving University students;
- g) MPD will provide security during employee terminations;
- h) MPD may provide unpaid internships for University students to provide opportunity for University students to learn about law

enforcement and for relationship building and community policing purposes;

- i) MPD will provide to the Clery Act Compliance Assistant for University, a weekly summary of incidents that occurred on campus property;
- j) MPD will provide and assist with Clery Act documentation;
- k) When it will not interfere with its law enforcement and criminal investigatory duties, or the prosecution of cases, MPD will assist with University Title IX investigations by providing the University with access to investigatory reports and audio/video recordings of interviews, allowing University staff to observe interviews conducted by MPD, and coordinating investigations with University investigators;
- l) MPD will provide police presence during University football tailgate functions;
- m) MPD will perform threat assessment on subjects attending the University as requested in accordance with law;
- n) MPD will participate in the planning process of high-profile events on campus;
- o) MPD will provide campus substation onsite staffing;
- p) MPD will provide information on off-campus criminal conduct involving University students for University disciplinary purposes;
- q) MPD will participate in the Campus Community Coalition;
- r) MPD will present information about law and regulations, two to three (2 to 3) times a semester to international students;
- s) MPD will participate in presentations sponsored by the counseling and testing center on alcohol and drug use including programs such as the 'house party' or similar programs;
- t) MPD will provide weekly Clery Act reports to the office of public safety and security; and
- u) MPD will meet with student leaders (ASUI) and discuss campus-related issues:
 - Amnesty policies
 - Drug use
 - Sexual assaults
 - Tailgating

- Concerts

1.2.5 Additional Special Events Police Support. Any additional special events police support required by the University and furnished by City is to be charged on an actual as-needed basis, at the per hour, per officer rate, per City Fee Resolution as set by City Council each year. Any such additional special events support must be agreed upon and approved by both the University and City in writing prior to any use.

1.3 Fire Response and Prevention Services. City will provide fire response services through the Moscow Volunteer Fire Department (MVFD) with personnel who are appropriately trained in fire response and appropriately equipped relative to the needs of University, as well as University community fire education and fire prevention services. The MVFD is comprised of full-time City employees, dedicated volunteers from throughout the community, and resident firefighters.

1.3.1 University Community Fire Prevention Education Services. City will provide University community fire prevention education services when requested with reasonable notice by University;

1.3.2 Inspection services to include assistance to the Idaho State Fire Marshal's office as requested or required, including plan review assistance;

1.3.3 Semi-Annual fire safety and compliance inspections for fraternities and sororities;

1.3.4 Maintain a student resident volunteer fire program, which includes providing training and lodging for such student residents while participating in the resident program, which supports career education of University students and results in reduced response times;

1.3.5 Facilitate Emergency Medical Services (EMS) to the University;

1.3.6 Coordinate with the University Executive Director of Public Safety and Security in the preparation and presentation of emergency response and disaster training for University personnel;

1.3.7 Special Events Fire Prevention Services. City will provide necessary equipment for special events fire prevention services. University to pay reasonable costs to City as agreed to between City and University for the requested services;

1.3.8 University agrees to participate in one half (1/2) the cost of a future City purchase of a Fire Department Ladder Truck Engine, which is scheduled to be purchased during the initial five (5) year term of this Master Agreement. The City will provide the University with twelve (12) months' notice prior to the purchase of the Ladder Truck Engine.

1.3.9 The City will provide immediate notification to a designated University representative of major fire response incidents that occur on campus or major incidents involving University students.

1.4 City shall be responsible for any additional functions as are necessary to provide the services set forth in Sections 1.2 and 1.3, including but not limited to emergency services dispatch.

1.4.1 City operates and/or contracts for an Active911 system which generates emergency services information from Whitcom Dispatch. City, pursuant to the Active911 Confidentiality Agreement between MPD and University for Clery Act purposes, allows University access to Active911 to allow notification to University's Executive Director of Safety and Security when it dispatches City personnel to the University campus, as long as it does not interrupt essential emergency communications.

1.4.2 Active911 allows access to University's Executive Director, Safety and Security, for any report of a crime of violence or a felony occurring within the City of Moscow as long as it does not interrupt essential emergency communications.

1.4.3 The notifications from dispatch described in Sections 1.4.1 and 1.4.2 shall be done through the use of Active911 or other similar response notification systems, which access by the University shall be approved and sponsored by City, but for which University shall pay any Active911 license fees.

1.5 City agrees to perform the services set forth in Sections 1.2 and 1.3, to the reasonable satisfaction of the University.

1.6 The University's liaison overseeing the services provided under this Master Agreement is Executive Director, Public Safety & Security or designee.

1.7 The Parties may from time-to-time extend the scope of services or omit services previously ordered, and the provisions of this Master Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both Parties in order to be effective.

2.0 Fees and Expenses

2.1 University agrees to pay one million four hundred sixty thousand seven hundred seventy-five dollars (\$1,460,775) for all services set forth in Section 1.0, with the exception of services as requested by the University, pursuant to Sections 1.2.5 and 1.3.7.

2.2 The amount described in Section 2.1 shall automatically change on October 1, 2021, to include a one percent (1%) annual rate increase.

2.3 The amount described in Section 2.2 shall automatically change on October 1, 2022, to include a two percent (2%) annual rate increase.

2.4 The amount described in Section 2.3 shall automatically change on October 1, 2023, and on October 1 of each subsequent year, including renewals, if any, to include a three percent (3%) annual rate increase over the previous year.

2.5 City agrees that City is solely providing a service to University and no employment relationship is being created under this Master Agreement.

3.0 Term

This Master Agreement shall commence on October 1, 2020, and shall remain in force and effect for a five (5) year term that may, by agreement by the Parties, be extended for one (1) additional five (5) year term or until terminated pursuant to Section 9.0. At the end of the second five (5) year term, this Master Agreement will continue on a year-to-year basis or until terminated by either Party, pursuant to Section 9.0.

4.0 City's Capacity and Responsibilities.

4.1 It is expressly understood that City is an independent contractor and not the agent, partner, or employee of University. City and City's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any University employee benefits, statutory or otherwise.

4.2 City shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that City has such authority.

4.3 City represents and warrants to University that in performing the services called for hereunder, City will not be in breach of any agreement with a third party.

4.4 In the event that City subcontracts for the services to be provided herein, City shall remain liable for all obligations and commitments under this Master Agreement and shall ensure that any necessary obligations and commitments flow through to the subcontractor(s) of any tier.

5.0 Confidentiality of Information.

5.1 City and University agree to keep confidential and to not disclose to third parties any information provided by the other Party pursuant to or learned by the other Party during the course of this Master Agreement unless the Party has received the prior written consent of the other Party to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Party at the time of disclosure by the other Party, directly or indirectly; or

5.1.2 Is or shall become, through no fault of either Party, available to the general public; or

5.1.3 Is independently developed and hereafter supplied to either Party by a third party without restriction or disclosure; or

5.1.4 Is required to be disclosed pursuant to the Idaho Public Records Law (Idaho Code §§ 74-101, et seq.) or a lawfully issued subpoena or court order.

5.2 This provision shall survive expiration and termination of this Master Agreement.

6.0 Invoices and Payment Schedule

For services provided under this Master Agreement, other than those under Section 1.2.5 and 1.3.7, City shall provide the University with a single invoice at the beginning of each annual billing period. Invoices shall reference the applicable services under this Master Agreement. University shall pay City with monthly installments pro-rated equally over the ensuing billing period. Such monthly installments shall be paid on the last day of each calendar month. The first payment for each billing period shall be due one (1) month after the invoice is due from City. By way of example, the invoice for the first billing period shall be due to University by October 1, 2020, and shall be paid by University in equal monthly installments by the last day of each calendar month beginning October 31, 2020 and ending September 30, 2021.

Invoices for any services provided under Section 1.2.5 and 1.3.7 must include a copy of the written authorization by University for such additional special events support. Additional services for additional fees outside the Scope of this Master Agreement, need to be in writing and signed by both Parties. These invoices shall be delivered to University no later than the fifteenth (15th) calendar day of the month immediately following the month in which the additional special events support was used. University shall pay the invoice amount within thirty (30) days of receipt of the invoice.

7.0 RESERVED

8.0 Family Education Rights and Privacy Act (FERPA)

When any MPD officer performs duties under this Master Agreement that University employees would otherwise perform, including, but not limited to, those functions in section 1.2.4, that MPD officer will be considered to be acting as a school official and may be provided personally identifiable information from a student's education record protected by FERPA. As to any FERPA-protected information that is shared pursuant to this Section 8.0, City agrees that it is (1) performing an institution service or function for which University would otherwise use employees; (2) under the direct control of University with respect to the use and maintenance of education records; and (3) subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. City agrees that any information provided pursuant to this section may not be re-disclosed to any person without complying with 34 CFR §§ 99.31, 99.32 and 99.33, and that the information may not be used for any reason other than the reason for which it is provided. City agrees to either destroy the education records in a manner that completely protects the confidentiality of the student information, or return the information to University upon the termination of this Master Agreement. Any MPD officer not performing duties under this Master Agreement that would ordinarily be performed by a University employee, including, but not limited to, conducting criminal investigations, is not considered a school official and will not be entitled to obtain personally identifiable information

from a student's education records unless (1) the MPD officer has the written consent of the student; or (2) an exception from 34 CFR § 99.31 to the written consent requirement applies.

University will provide FERPA training to all MPD officers in order for MPD to comply with FERPA requirements.

9.0 Termination of Master Agreement. In the event of termination, each Party will account for the property in its possession belonging to the other Party, and will dispose of it in the manner the other Party directs.

9.1 Termination for Convenience. Either Party may terminate this Master Agreement after the initial five (5) year term or for any reason upon one (1) year's prior written notice after the initial five (5) year term.

In the event of termination for convenience, City shall be paid the pro-rata share of the payment amount in Section 2.1 for work performed up to the time of termination for convenience.

9.2 Termination for Cause.

Either Party may terminate this Master Agreement for cause, after providing the breaching Party with notice of breach and the opportunity to cure within three (3) weeks, which cure time may be longer if mutually agreed to by the Parties in writing.

Cause or breach in this Master Agreement means:

- a) Intentional disclosure of the other Party's confidential information contrary to Section 5 of this Master Agreement;
- b) Failure to perform the services described in this Master Agreement in the manner called for in this Master Agreement;
- c) Failure to comply with any provision of this Master Agreement.

In the event of termination for cause, City shall be paid the pro-rata share of the payment amount in Section 2 for services performed before notice of breach is given. For work performed after notice is given, City shall be paid a reasonable price for services that are performed in accordance with the manner of performance set forth in this Master Agreement.

10.0 Attorneys' Fees

In the event of any controversy, claim or action being filed or instituted between the Parties to this Master Agreement to enforce the terms and conditions of this Master Agreement or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing Party will be that Party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other Party in settlement of claims asserted by that Party.

11.0 Notice

Any notice under this Master Agreement shall be in writing and shall be delivered either (1) in-person; (2) by delivery service; (3) by certified mail with return receipt requested; or (4) by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

University: University of Idaho
Contracts and Purchasing Services
875 Perimeter Drive MS 2006
Moscow, Idaho 83844-2006
Attn.: Director of Contracts and Purchasing Services
Phone: (208) 885-6116
Fax: (208) 885-6060

with Copy to: University of Idaho
Office of Public Safety and Security
875 Perimeter Drive MS 2285
Moscow, Idaho 83844-2285
Attn: Executive Director, Public Safety & Security
Phone: (208) 885-7179
Fax: (208) 885-7001

City: City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843
Attn: City Supervisor
Phone: (208) 883-7006
Fax: (208) 883-7018

Any notice shall be deemed to have been given on the earlier of (1) actual delivery or refusal to accept delivery; (2) the date of mailing by certified mail; or (3) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective at time of receipt.

12.0 Entire Agreement; Modification

This Master Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by the City and an authorized representative of the University.

13.0 Severability

The terms of this Master Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.0 Governing Law; Forum

Any legal proceeding instituted between the Parties shall be in the courts of the County of Latah, State of Idaho, and each of the Parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Master Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

15.0 Paragraph Headings

The paragraph headings in this Master Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Master Agreement except as expressly stated in such paragraph.

16.0 Non-Waiver

The delay or failure of either Party to exercise any of its rights under this Master Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

17.0 Assignment

City may not assign the rights or delegate the obligations under this Master Agreement without the University's prior written consent.

18.0 Accounting; Audit

For a period of three (3) years following completion of the services called for hereunder, the University or its authorized representatives shall be afforded access at reasonable times to City's accounting records relating to the services set forth herein in order to audit all charges for the services.

19.0 Nondiscrimination

City shall not discriminate against any employee or applicant for employment in the performance of this Master Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, sexual orientation and gender identity/expression, age, disability, or status as a Vietnam-era veteran. Breach of this covenant may be regarded as a material breach of this Master Agreement.

20.0 Compliance with Rules, Regulations, and Instructions.

The duties and responsibilities required under this Master Agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as a material breach of this Master Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Master Agreement:

The Regents of the University of Idaho

City of Moscow

Name

Bill Lambert, Mayor

Title

ATTEST:

Laurie M. Hopkins, City Clerk

Date

Date

CONSENT
DECEMBER 17, 2020

BOISE STATE UNIVERSITY

SUBJECT

Discontinue Master of Health Science

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes the discontinuation of the Master of Health Science (MHS) degree program. The discontinuation comes following the approval of a new Master of Public Health (MPH) degree program at the Idaho State Board of Education's August 2020 meeting. Students currently enrolled in the MHS degree are eligible and encouraged to transition to the new and more broadly recognized MPH degree program.

IMPACT

The discontinuation of the MHS program will have no impact on current students. Current students can still elect to graduate under the MHS degree program if they wish. However, most, if not all, will elect to transition to the new MPH degree program. The switch from the MHS to the MPH will not affect a student's course requirements, nor will it delay their graduation.

There are no financial impacts from the discontinuation of the MHS, as resources have transitioned to the MPH.

ATTACHMENTS

Attachment 1– Proposal to Discontinue the Master of Health Science

STAFF COMMENTS AND RECOMMENDATIONS

As provided in their program proposal, current students will be afforded opportunities to complete their MHS program if they choose; and faculty will continue to teach courses and advise students as part of the new Master of Public Health. Board Policy III.G.3.c.i (3) requires Board approval of any graduate program discontinuation prior to implementation, regardless of fiscal impact. The Council on Academic Affairs and Programs and Board staff reviewed the proposed program discontinuation. Staff recommends approval.

BOARD ACTION

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

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Dr. Tammi Vacha-Haase

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Boise State proposes the discontinuation of the traditional face-to-face Master of Health Science (MHS). The discontinuation comes following the approval of a new Master of Public Health (MPH) degree at the State Board of Education's August, 2020 meeting. Currently enrolled students in the MHS degree are able to transition to the new MPH degree starting in Fall 2020.

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Students currently enrolled in the MHS degree program will be able to transition to the new MPH degree program. The discontinuation of the MHS will not cause any change in current course offerings.

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Boise State will now offer an MPH degree in lieu of the discontinuation of the MHSÅÅÅ

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Students have received communication regarding the approval of the new MPH degree and have been presented with the option of transitioning to the new MPH program. Switching from the MHS to MPH will not affect a student's course requirements, nor will it delay their graduation.

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BSU	Master of Public Health	In-Person: Includes any the concentrations options, Prevention and Intervention Programming, Systems Analysis and Innovation, Health Management and Leadership.
ISU	Master of Public Health	In-Person/Online options: Offers generalist curriculum and traditional which includes courses of study in epidemiology, biostatistics, social and behavioral sciences, and health

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Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	Headcount Enrollment in Program				Number of Graduates From Program			
	FY16	FY17	FY18	FY19	FY16	FY17	FY18	FY19
BSU Master of Health Science (now MPH)	45	47	46	39	9	17	17	13
ISU Master of Public Health	32	31	22	21	8	2	8	7

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The discontinuance will not have an impact on other programs at the University. The discontinuation does not impact the mission of the University.

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There will be no changes to faculty workload assignments. Faculty will continue teaching the courses and advising graduate students as part of the new MPH program.

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None. The discontinuation of the MHS degree will see the resources used to support the program transitioned to the new MPH program.

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TAB 4 Page 6

[illegible]

**CONSENT
DECEMBER 17, 2020**

PROFESSIONAL STANDARDS COMMISSON

SUBJECT

University of Idaho New Program Proposal: Master in Teaching

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

During the September meeting of the Professional Standards Commission (PSC), the Standards Committee of the PSC conducted a new program approval desk review of the Master of Arts in Teaching program proposed by University of Idaho (UI). Through review of the proposal, the Standards Committee gained a clear understanding that Idaho Core Teaching Standards will be met through the proposed program.

On September 18, 2020, the full PSC voted to recommend UI's proposed Master in of Arts in Teaching program to the State Board of Education for conditional approval. With this conditionally approved status, UI may admit candidates to the Master of Arts in Teaching program. This new program will be revisited during the next regularly scheduled educator preparation program review.

IMPACT

This new program will enable the University of Idaho to prepare educators who seek to attain a Master of Arts in Teaching and obtain an Idaho educator credential.

ATTACHMENTS

Attachment 1 – New Program Proposal, Master of Arts in Teaching

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-114, Idaho Code, the review and approval of all teacher preparation programs in the state is vested in the State Board of Education. The program reviews are conducted for the Board through the PSC. Recommendations are then brought forward to the Board for consideration. The review process is designed to ensure the programs are meeting the Board-approved standards for Initial Certification of Professional School Personnel (Certification Standards) for the applicable program areas. Certification Standards are designed to ensure that educators are prepared to teach the state content standards for their applicable subject areas and are up-to-date on best practices in various teaching methodologies.

Current practice is for the Commission to review new programs and make recommendations to the Board regarding program approval. New program

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

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

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission and to conditionally approve the University of Idaho Master of Arts in Teaching program as an approved educator preparation program for certification purposes.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Thursday, September 3, 2020 at 09:31:17 Pacific Daylight Time

Subject: Signature for Idaho Professional Standards Commission
Date: Thursday, September 3, 2020 at 9:29:32 AM Pacific Daylight Time
From: Darragh, Janine (janined@uidaho.edu)
To: Raney, Taylor (tcraney@uidaho.edu)
Attachments: image001.jpg

Dr. Raney,

I have reviewed the proposal to go to the Idaho Professional Standards Commission and am sending this email in lieu of an ink signature to demonstrate my support for it going forward.

Sincerely,

Janine

JANINE JULIANNA DARRAGH, Ph.D., NBCT
Associate Professor of Literacy and ESL
Director of Graduate Studies, Master of Curriculum & Instruction
College of Education, Health and Human Sciences
Office: ED 409
janined@uidaho.edu
208-885-0353



MEMO

To: Idaho Professional Standards Commission

From: Taylor Raney, Director of Teacher Education, University of Idaho

Thank you for considering this proposal for our Master of Arts in Teaching program. There are a few items I would like to address that may save some questions as you review the enclosed documentation.

This program is developed in parallel with our already-approved education core program. There are differences that constitute this program as a graduate level program, however these are not applicable to the *Idaho Standards for Initial Certification of Professional School Personnel*.

I altered this form to remove the column entitled "Enhancement Standards Knowledge and Performance," as this proposal addresses only the core standards.

The form requests the date this was submitted to the State Board of Education. I don't have the exact date, as this was done on my behalf through our provost's office. It was approved by the Board, however, on June 10, 2020. This is represented in their June meeting minutes on page three.

There are three sections available for each standard on the attached form. I entered assignments chronologically as candidates will encounter them in the program, as novice, developing, and proficiency. For example, Standard 1: Learner Development, candidates are expected to demonstrate a novice understanding early in the program through the case study assignments, developing level in their content-specific methods courses/practicums, and proficiency in the Common Summative Assessment associated with the student teaching semester.

The content-specific methods courses correspond with the discipline candidates endeavor to teach. For example, future English teachers complete EDCI 431: Secondary English Methods and the associated practicum, EDCI 441. I chose not to write a list of those on the form but am happy to go into further detail, should that be requested.

NEW/REVISED PROGRAM FOR EDUCATOR CERTIFICATION: REQUEST FORM

Name of Institution	University of Idaho	Date of Submission	9/3/2020
New Program Name	Master of Arts in Teaching (MAT)	Certification/Endorsement	Core

<p>All new educator preparation programs from public institutions require Program Review and Approval by the State Board of Education.</p>	<p>Is this a request from an Idaho public institution? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, on what date was the Proposal Form submitted to the State Board of Education? <i>Click or tap to enter a date.</i></p>
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Section I: Please document how the program will cover the knowledge and performance standards outlined in the [Idaho Standards for Initial Certification of Professional School Personnel](#). Pupil Personal Preparation programs will only need to address content specific standards.

Directions: The table below includes the name of each standard. Complete the table by adding the specific knowledge and performance enhancement standards that are applicable to the new program. Please be as detailed as possible regarding how the new program aligns with current standards. Do not link to outside documents or websites. If you wish to include supporting documents, please condense into one document with a clear title and explanation of how the information supports the request. This request form must be submitted at least two weeks before the next scheduled Professional Standards Commission (PSC) meeting (schedule can be found on the [PSC webpage](#)). Request forms missing dated signatures will not be considered. Pupil Personal Preparation programs will need to revise the standards to address the content specific standards. Standards can be found in the [Idaho Standards for Initial Certification of Professional School Personnel](#).

STANDARD	Coursework
Standard 1 Learner Development	EDCI 543: Learning, Development, and Assessment – case studies
	Content-Specific Methods Course and Practicum – Lesson planning
	EDCI 598: Internship – Common Summative Assessment
Standard 2 Learning Difference	EDCI 550: Contexts of Education – Reading Reflection
	EDSP 520: Education of People with Disabilities – UDL Assignment
	EDCI 598: Internship – Common Summative Assessment
Standard 3 Learning Environments	EDCI 544: Teaching Culturally Diverse Learners – Classroom Management Plan
	Content-Specific Methods Course and Practicum – Lesson planning
	EDCI 598: Internship – UIdaho TPA: Context

STANDARD	Coursework
Standard 4 Content Knowledge	Praxis or prior degree
	Content-Specific Methods Course and Practicum – Lesson planning and delivery
	EDCI 598: Internship – Uldaho TPA Part 3: Assessment
Standard 5 Application of Content	EDCI 544: Teaching Culturally Diverse Learners – Practicum Lesson Plan & Reflection
	Content-Specific Methods Course and Practicum – Lesson delivery
	EDCI 598: Internship – Uldaho TPA, Part 2: Lesson Delivery
Standard 6 Assessment	EDCI 543: Learning, Development, and Assessment – Common Core
	Content-Specific Methods Course and Practicum – Lesson reflection
	EDCI 598: Internship – Uldaho TPA Part 3: Assessment
Standard 7 Planning for Instruction	EDCI 544: Teaching Culturally Diverse Learners – Practicum Lesson Plan & Reflection
	Content-Specific Methods Course and Practicum – Lesson Plan
	EDCI 598: Internship – Uldaho TPA, Part 1: Planning for Instruction
Standard 8 Instructional Strategies	EDCI 545: Technology, Teaching and Learning – Teaching with Technology Statement & EDCI 563: Literacy Methods for Content Learning – Integrated Lesson Plan
	Content-Specific Methods Course and Practicum – Lesson Plan
	EDCI 598: Internship – Uldaho TPA, Part 1: Planning for Instruction
Standard 9 Professional Learning and Ethical Practice	EDCI 550: Contexts of Education – Service Learning Project
	EDCI 501: Internship Seminar – Dispositional Assessment
	EDCI 598: Internship – Common Summative Assessment
Standard 10 Leadership and Collaboration	EDCI 550: Contexts of Education – Service Learning Project
	EDCI 520: Critical Issues in Education – Research assignment
	EDCI 598: Internship – Common Summative Assessment

Section II: New Program Course Requirements

Directions: Copy the endorsement language from [IDAPA 08.02.02 - Rules Governing Uniformity](#), into the space below, and list the specific course requirements for the new program, including course numbers, titles, and course descriptions. Explain how the program will meet the requirements listed in the IDAPA endorsement language.

Supporting documents may be considered if they clearly explain how the documents support the request. Ensure each supporting document is clearly titled, and combine all supporting documents into one file. Links to outside documents or websites will not be considered.

01. Standard Instructional Certificate. A Standard Instructional Certificate makes an individual eligible to teach all grades, subject to the grade ranges and subject areas of the valid endorsement(s) attached to the certificate. A standard instructional certificate may be issued to any person who has a baccalaureate degree from an accredited college or university and who meets the following requirements: (3-29-17)

a. Professional education requirements: (3-29-17)

i. Earned a minimum of twenty (20) semester credit hours, or thirty (30) quarter credit hours, in the philosophical, psychological, methodological foundations, instructional technology, and in the professional subject matter, which shall include at least three (3) semester credit hours, or four (4) quarter credit hours, in reading and its application to the content area; (3-29-17)

ii. The required minimum credit hours must include at least six (6) semester credit hours, or nine (9) quarter credit hours, of student teaching in the grade range and subject areas as applicable to the endorsement; and (3-29-17)

Program Requirements

EDCI 520 Critical Issues in Education (3 credits) This course helps students understand contemporary policy trends and research that are helping to shape the American educational landscape and encourages them to reflect on the meaning of education and schooling in a diverse society and to examine the moral and ethical responsibilities of teaching in a democracy.

EDCI 543 Learning, Development and Assessment (3 credits) Exploration of theories of learning and human development and the use of this knowledge to support student success in classroom settings. Provides a practical understanding of motivation as a classroom management tool. Develops a fundamental understanding of assessment terminology; the uses of assessment and its relationship to student success.

EDCI 544 Teaching Culturally Diverse Learners (3 credits) An examination of cultural and linguistic diversity in classrooms. Explores strategies for creating the culturally inclusive classroom that values diversity and supports student success. Examines the use of instructional planning as a tool for motivation and classroom management. Includes practicum in K-12 classrooms.

EDCI 545 Technology, Teaching and Learning (2 credits) Specific methods, research, and strategies providing proficiency in relevant technology skills and practices to enhance classroom management and instruction.

EDCI 550 Contexts of Education (3 credits) Introduction to the philosophical, social, cultural, historical, legal and political contexts of schooling. Develops an understanding of the sources of curriculum, standards, and assessments. Explores what it means to become a successful teacher committed to student success through the development of observation and analysis skills. Requires additional 20 hours of service learning.

EDCI 563 Literacy Methods for Content Learning (3 credits) Theory of and practical strategies for extending and reinforcing student learning of subject matter through reading and writing. Additional projects/assignments required for graduate credit.

Content-Specific Methods Course and Practicum (3 + 1 credits) Specific methods, research, curricula, and media in teaching Secondary _____ Methods.

EDCI 598 Internship (10 credits) Currently offered in public school teaching

EDCI 501 Internship Seminar (1 credit)

Total: 32 credits

Signature of College Chair/Director/Dean	<i>Taylor Rancy</i>	Date	8/31/2020
Signature of Graduate Chair/Director/Dean, or other official (if applicable)	<i>Janine Darragh</i>	Date	8/31/2020

**Applications without appropriate dated signatures will not be considered.*

**CONSENT
DECEMBER 17, 2020**

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Emergency Provisional Certificates

REFERENCE

December 2019	Board reviewed and approved twenty-four (24) provisional certificates for the 2019-20 school year.
February 2020	Board reviewed and approved thirty-six (36) provisional certificates for the 2019-20 school year.
April 2020	Board approved twenty-four (24) provisional certificates for the 2019-20 school year.
June 2020	Board approved two (2) provisional certificates for the 2019-20 school year.
August 2020	Board reviewed one (1) provisional certificates for the 2020-21 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 and 33-1203, Idaho Code

BACKGROUND/DISCUSSION

Fifteen (15) emergency provisional applications were received by the State Department of Education from the school districts listed below. Emergency provisional applications allow a district/charter to request one-year emergency certification for a candidate who does not hold a current Idaho certificate/credential, but who has the strong content background and some educational pedagogy, to fill an area of need that requires certification/endorsement. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district. Historical provisional status has been added to candidates that have received provisional approvals in prior years, as there is nothing in rule that prohibits multiple provisionals.

Butte County Joint School District #111

Applicant Name: Bryton Pancheri

Content & Grade Range: All Subjects K-8

Degree: AA, Elementary Education 12/2018

Declared Emergency: July 20, 2020 Butte County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There was one applicant and one interview. Howe Elementary is a rural, remote elementary school in the Butte County School District. This vacancy exists because the teacher in Howe was transferred to a different school. There have been no other applicants in the district except for Ms. Pancheri. This particular school has only one teacher. If the district cannot fill this position, the school will close. School closure would have a very negative effect on our community.

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PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Butte County Joint School District's request for Bryton Pancheri without reservation.

Caldwell School District #132

Applicant Name: Monique Michel-Duarte

Content & Grade Range: Music K-12

Degree: 76 semester-credits

Declared Emergency: August 24, 2020 Caldwell School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: The district had four applicants and one interview. Due to Covid-19 concerns, the assigned music teacher requested to take a leave of absence. The request for leave was submitted July 13, 2020, which left little time to find a qualified replacement.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Caldwell School District's request for Monique Michel-Duarte without reservation.

Cassia County Joint School District #151

Applicant Name: Angelis Solis

Content & Grade Range: All Subjects K-8

Degree: AA, Nursing 5/2016

Declared Emergency: September 1, 2020 Cassia County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: Vacancy announced on District website, four applicants applied for the vacancy and were interviewed.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Cassia County Joint School District's request for Angelis Solis without reservation.

Coeur d'Alene School District #271

Applicant Name: Kendell Marshall

Content & Grade Range: School Psychologist

Degree: BS, Psychology 7/2018 and enrolled in School Psychology program with Gonzaga University

Declared Emergency: October 5, 2020 Coeur d'Alene School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were 13 applicants and 5 interviews. During the 2019-20 school year, the district went with one School Psychologist position unfilled. This Spring, the district had five positions open. We had three resignations and two new positions available. We opened the positions from January 29, 2020 through June 29, 2020. We had thirteen applicants and reviewed all candidates. Of the thirteen, five did not complete any part of the application but their name, two were not qualified to apply, one declined an interview, and the remaining five were interviewed and hired. Kendell is enrolled in Gonzaga to be certified as the School Psychologist.

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PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Coeur d'Alene School District's request for Kendell Marshall without reservation.

Coeur d'Alene School District #271

Applicant Name: Rachel Meyer

Content & Grade Range: School Psychologist

Degree: BA, Liberal Studies 8/2006

Declared Emergency: October 5, 2020 Coeur d'Alene School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were 13 applicants and 5 interviews. During the 2019-20 school year, the district went with one School Psychologist position unfilled. This Spring, the district had five positions open. We had three resignations and two new positions available. We opened the positions from January 29, 2020 through June 29, 2020. We had thirteen applicants and reviewed all candidates. Of the thirteen, five did not complete any part of the application but their name, two were not qualified to apply, one declined an interview, and the remaining five were interviewed and hired. Rachel is enrolled in Gonzaga's School Psychologist preparation program.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Coeur d'Alene School District's request for Rachel Meyer without reservation.

Coeur d'Alene School District #271

Applicant Name: Diana Schmitt

Content & Grade Range: School Psychologist

Degree: BA, Elementary Education with SpEd concentration and MS, Curriculum and Instruction 1/2017

Declared Emergency: October 5, 2020 Coeur d'Alene School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were 13 applicants and 5 interviews. During the 2019-20 school year, the district went with one School Psychologist position unfilled. This Spring, the district had five positions open. We had three resignations and two new positions available. We opened the positions from January 29, 2020 through June 29, 2020. We had thirteen applicants and reviewed all candidates. Of the thirteen, five did not complete any part of the application but their name, two were not qualified to apply, one declined an interview, and the remaining five were interviewed and hired.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Coeur d'Alene School District's request for Diana Schmitt without reservation.

Elevate Academy #523

Applicant Name: Erick Valenzuela

Content & Grade Range: Natural Science 6-12

Degree: BS, Biology 5/2011

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Declared Emergency: July 13, 2020 Elevate Academy Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: We have worked with one of the candidates before and they would not fit this situation and they were under contract with their current district for the upcoming school year. We did not have any other applicants.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Elevate Academy's request for Erick Valenzuela without reservation.

Forrester Academy, Inc. #495

Applicant Name: Deborah Mann

Content & Grade Range: All Subjects K-8

Degree: BS, Recreation Management and Youth Leadership 8/1999

Declared Emergency: August 24, 2020 Forrester Academy, Inc. Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were two applicants and two interviews. The English/Language Arts teacher notified the administration of her need to be released from her contract on August 19, 2020, and the school had already been in session for two days. In order to provide ELA instruction for the 2020-21 school year, the position had to be filled. After receiving two applications, and interviewing both candidates, the position was offered to Deborah.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Forrester Academy, Inc.'s request for Deborah Mann without reservation.

Forrester Academy, Inc. #495

Applicant Name: Cassandra Smouse

Content & Grade Range: All Subjects K-8

Degree: HBS, Health Science 5/2014

Declared Emergency: August 24, 2020 Forrester Academy, Inc. Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were two applicants and two interviews. Cassandra worked as a teacher for Forrester Academy last school year (2019-20) and had scheduled to take two ABCTE tests last Spring. However, due to Covid and the testing centers shutting down, she was unable to take the tests. She now is scheduled to take the test next month (October 16 and 23). If the testing centers had not shutdown, she would have taken the test back in the Spring. This candidate is enrolled in ABCTE but would not have qualified on the USECC rubric.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Forrester Academy, Inc.'s request for Cassandra Smouse without reservation.

Idaho Falls School District #91

Applicant Name: Pat Gyles

Content & Grade Range: School Principal

Certified: Natural Science, Earth and Space Science, PE and Health

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Declared Emergency: August 12, 2020 Idaho Falls School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: Mr. Gyles is uniquely qualified to serve as the instructional leader for School District 91 Online Academy. He served as science teacher for 25 years and has 13 years of experience as an online teacher for IDLA. He has served as the lead professional development teacher with an emphasis on designing and implementing online learning. He has designed courses that can be used in a blended setting or taken online. He has also served as the district's technology mentor specialist. Given Mr. Gyles' roles with the school district, we believe he has the knowledge and ability to be the administrator of our new online school. He has the desire to complete the coursework for an administrative credential, but with the time commitment of opening a new online school, he will not enroll until the 2021-22 school year.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Idaho Falls School District's request for Pat Gyles without reservation.

Jefferson County Joint School District #251

Applicant Name: Juo Fang Liao

Content & Grade Range: All Subjects K-8

Degree: BS, Psychology 4/2020

Declared Emergency: October 19, 2020 Jefferson County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were seven applicants and three interviews. Ms. Liao was one of seven candidates that were considered for this position. Of the three candidates interviewed, one declined the position, and we hired Ms. Liao and another candidate for our two open positions at South Fork Elementary. It is very difficult to find Mandarin speaking candidates for our Chinese Immersion program, especially with the current visa situation due to Covid-19. We keep these positions open most of the year and actively recruit, but still have difficulty. The rural nature of our district also contributes to the lack of qualified candidates. This candidate is enrolled in ABCTE but would not have qualified on the USECC rubric.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Jefferson County Joint School District's request for Juo Fang Liao without reservation.

Kuna Joint School District #3

Applicant Name: Jaymie Quigley

Content & Grade Range: Mathematics 6-12

Certified: Expired ABCTE Interim certification on 8/31/2020 for Mathematics 6-12, BS, Teacher Education – Social Science

Declared Emergency: September 8, 2020 Kuna Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were no qualified applicants. Jaymie has taught for us since 2015-16, in one math department. She taught with an

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Alternative Authorization and then later with an Interim Certificate. Covid-19 and Jaymie's family and health delayed her taking the TMT. She is registered and had paid for this course on September 13, 2020. Math is a hard to fill position and at this late date, we need her.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee does not recommends Kuna Joint School District's request for Jaymie Quigley due to the fact that she has had seven years of certification attempts. She needs to complete the TMT and apply for certification.

Lapwai School District #341

Applicant Name: Whitney Palmer

Content & Grade Range: Natural Science 6-12

Degree: BA, Social Sciences 5/2007

Declared Emergency: September 21, 2020 Lapwai School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were three applicants and three interviews. Our Secondary Science Teacher Jake Genthos gave notice on June 25, due to taking a position in Clarkston (Washington) School District. Whitney has been teaching Middle School Science in Texas for several years. The other candidates had certificates but their former employers said don't hire them. Whitney had good references and is enrolled in Lewis-Clark State College's educator preparation program for Natural Science.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Lapwai School District's request for Whitney Palmer without reservation.

Minidoka County Joint School District #331

Applicant Name: Crystal Arizpe

Content & Grade Range: All Subjects K-8

Degree: BS, Concentration in Small Business Management and Entrepreneurship 5/2017

Declared Emergency: August 17, 2020 Minidoka County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were four applicants that applied for the position. None of the applicants were currently certified. Two were interviewed, Crystal and one who previously held a teaching certificate. Crystal had an overall better score than the other applicant and showed more enthusiasm for the position. The previous teacher turned in her resignation June 29, 2020. The position was posted that day and stayed open until August 2, 2020. Crystal has her Bachelor's degree in Business Administration and is planning on participating in the ABCTE program or enrolling at the College of Southern Idaho to gain her Idaho Standard Instructional Certification with an All Subjects K/8 endorsement.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Minidoka County Joint School District's request for Crystal Arizpe without reservation.

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Weiser School District #431

Applicant Name: Matthew Pritchard

Content & Grade Range: Natural Science 6-12

Degree: BS, Geology 5/2020

Declared Emergency: June 8, 2020 Weiser School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were two applicants and one interview. We have a one-year opening in our science department due to the active duty deployment of our continuing education leader, Ben Parsons, who will return to teach science at Weiser High School in the fall 2021.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Weiser School District's request for Matthew Pritchard without reservation.

IMPACT

If an emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position and funding could be impacted.

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-1201, Idaho Code, "every person who is employed to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State Board of Education...." Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years accredited college training; except in "emergencies, which must be declared, the state board may authorize the issuance of provisional certificates based on not less than two (2) years of college training."

Section 33-512(15), Idaho Code, defines substitute teachers as "as any individual who temporarily replaces a certificated classroom educator...." Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts use a long-term substitute prior to requesting provisional certification for the individual. In some cases, the individual that the school district is requesting emergency certification for has been in the classroom as a long-term substitute for the entire term. Salary Based Apportionment is calculated based on school district employee certification. A school district or charter school receives a lesser apportionment for non-certificated/classified staff than it receives for certificated staff. Substitute teachers are calculated at the lesser classified staff rate.

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission and to issue one-year emergency provisional certificates for Bryton Pancheri, Monique Michel-Duarte, Angelis Solis, Kendell Marshall, Rachel Meyer, Diana Schmitt, Erick Valenzuela, Deborah Mann, Cassandra Smouse, Pat Gyles, Juo

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Fang Liao, Whitney Palmer, Crystal Arizpe and Matthew Pritchard to teach the content area and grade ranges at the specified school districts as provided herein for the 2020-21 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation of the Professional Standards Commission to not approve the one-year emergency provisional certificate for Jaymie Quigley and to deny the request for an emergency provisional certificate to teach mathematics grades 6 through 12, in the Kuna School District, for the 2020-21 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
DECEMBER 17, 2020

IDAHO STATE UNIVERSITY

SUBJECT

COVID-19 Testing Services Contract with Shield T3 LLC

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests permission to enter into an agreement with Shield T3 LLC to provide COVID-19 testing services for the spring 2021 semester. In response to the COVID-19 pandemic, and guided by best-practice in public health protocols for institutions of higher education, ISU intends to administer a COVID-19 testing protocol for all employees, students, and affiliates with a physical presence on ISU's campus locations. This testing protocol will identify asymptomatic carriers to limit on-campus virus outbreaks.

Shield T3 LLC provides testing services and testing results, working through "Point and Click," an existing vendor which ISU currently utilizes for other applications. The contract requires a minimum number of tests per week, calculated on a rolling basis, for the spring semester at a price of \$35 per test. At the conclusion of the spring semester, the contract may be extended on a monthly basis; however, there are no required minimum number of tests beyond the end of the semester.

IMPACT

The total value of the contract is not to exceed \$1,043,000. While it is likely that the amount will be lower due to the conservatively high estimates on the number of tests needed, that amount represents a ceiling on the contract value. Idaho State University will seek to utilize additional COVID-19 relief funds if allocated, otherwise ISU will utilize a combination of local and appropriated reserve funds.

ATTACHMENTS

Attachment 1 – Shield T3 Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Given the current context related to the CIV-19 pandemic, Idaho State University's desire to develop its own testing service is both prudent for the well-being of the campus community and the public health in general. Idaho State is seeking approval from the Board due to the potential that the contract could exceed the threshold set forth in Board Policy V.I. Time is of the essence in order o implement testing protocols in time for the spring semester. Staff recommends approval.

CONSENT
DECEMBER 17, 2020

BOARD ACTION

I move to authorize Idaho State University to enter into an agreement, for an amount not to exceed \$1,043,000 and in substantially similar form to the redlined Agreement, with Shield T3 LLC as outlined in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CLINICAL LABORATORY SERVICES AND ECOSYSTEM AGREEMENT

This Agreement ("Agreement") is entered into as of [DATE] (the "Effective Date") between SHIELD T3, LLC ("SHIELD T3") and Idaho State University ("Client")

Whereas, SHIELD T3 operates independent laboratories, which are duly licensed to the extent required under Idaho law and which are certified under the Clinical Laboratory Improvement Amendments of 1988, as amended ("CLIA"), to provide direct saliva-to-RT-qPCR molecular testing for the qualitative detection of SARS-CoV-2; and

Whereas, Client desires to engage SHIELD T3 to provide Testing to test participants related to its operations;

Now, therefore, in consideration of the respective agreements set forth herein, subject to the terms and conditions set forth herein and intending to be legally bound, the parties hereby agree as follows:

1. Services

The parties agree that this agreement is to provide two type of services (collectively, the "Services").

First, this Agreement includes provision by SHIELD T3 to Client of clinical laboratory services ("Shield Testing") for test participants under the terms and conditions of this Agreement and in accordance with all applicable requirements of federal, state or local laws, rules, and/or regulations. Shield testing will consist of virology (COVID19 Test) testing performed on samples by SHIELD T3 at a site designated by Client ("Facility") to provide the results of whether the participant is positive or negative on a test for COVID19 (the "Testing Service").

Second, under this Agreement SHIELD T3 shall provide ancillary services described in the statement of work attached hereto as Exhibit B. The parties will use all reasonable efforts to cooperate in the delivery of the Services, including the timely exchange of information, materials, and data, and access to key personnel for discussion and planning purposes.

From time-to-time, the parties may agree upon additional Services in separate statements of work (each, a "Statement of Work" or "SOW") which details, at minimum: (a) the scope of Services; (b) the SOW term; and (c) the fees for the applicable Services.

2. Term & Termination.

A. Term of Agreement. This Agreement shall commence on the date of last signature (the "Effective Date") and shall continue as described in Exhibit A. Thereafter, the Initial Term shall automatically extend on a month-to-month basis unless this Agreement is modified by mutual agreement or terminated pursuant to Section 2.B, or 2.C below. Such modifications may include changes in Minimum tests needed or Cost per test as specified in Exhibit A "Fee Schedule".

B. Termination without Cause. Subject to the termination conditions set forth in Section C, immediately below, either party may terminate this Agreement, without cause, by providing not less than thirty (30) days' prior written notice stating the intended date of termination. If Client

terminates without cause hereunder during the Initial Term, Client shall continue to be obligated to pay for the minimum volume commitment during the Initial Term and SHIELD T3 shall not be obligated to refund any fees previously paid hereunder. If SHIELD T3 terminates without cause hereunder, SHIELD T3 shall refund the value of payments by Client for all tests prepaid which have not been performed, including all deposits specified in Exhibit A "Fee Schedule".

C. Termination with Cause. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure within ten (10) business days' written notice thereof. If there is a material breach by Client and failure to cure during the Initial Term, Client shall continue to be obligated to pay for the minimum volume commitment during the Initial Term and SHIELD T3 shall not be obligated to refund any fees previously paid hereunder. In the event of such material breach by SHIELD T3 and failure to cure, SHIELD T3 shall refund the value of payments by Client for all tests prepaid which have not been performed, including all deposits specified in Exhibit A "Fee Schedule".

3. Compensation & Billing.

A. Procedures for Billing Client. Client agrees to pay SHIELD T3 at the rate set forth in Exhibit A as the current fees to be charged to Client for Services rendered hereunder. SHIELD T3 shall invoice for the Services as set forth in Exhibit A on a weekly basis.

B. Payment Terms. Client understands SHIELD T3's need to collect payment promptly in order to buy reagent and other supplies and agrees to pay invoices within 15 days of receipt. Invoices paid after such date are subject to a late charge at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such invoice was due until the date paid.

C. No Billing of Test Participants or Seeking Reimbursement. Neither Client nor SHIELD T3 will bill test subjects or submit for reimbursement from third party payors.

D. Compliance with Laws. SHIELD T3 will comply with all applicable federal and state laws and regulations applicable to the provision of laboratory services.

4. Test Information.

SHIELD T3 will provide information to Client to support all tests offered under this agreement, including test name, pricing, and specimen collection procedure and requirements, in accordance with agreed upon project timing and launch plan.

5. Records.

A. SHIELD T3 agrees to keep and maintain any and all records, including, but not limited to, medical and financial records, for services rendered by SHIELD T3 as may be required by federal, state, or local law or government agency.

B. SHIELD T3 agrees to deliver an electronic copy of the original laboratory report within 24 hours of receipt of sample to Client or the applicable third party company (Contracted Company) agreed upon by the parties. The laboratory test report will include, at a minimum, test subject's name or barcode ID (as applicable), date of test, test name, test result, normal values, laboratory name and address.

C. With the exception of the license required under Section 6 "Laboratory Qualifications", Client shall be responsible for obtaining all rights, approvals, authorizations, licenses, registration, declarations, waivers, filings, consents, and permits, including authorization and releases from Client's test subjects with respect to informed consent for testing and consents from test subjects for the release of test results and any other data to Client, including where applicable, necessary consent from parents or guardians for those individuals who are under the age of majority ("Consents"). For the avoidance of doubt, Client hereby represents and warrants to SHIELD T3 that, prior to SHIELD T3's performance of Services, Client has or will have obtained all necessary consents for such testing, as well as all necessary consents to release any and all test results to Client, and Client further acknowledge and agree that SHIELD T3 may rely upon such representation and warranty.

D. All confirmed cases of Coronavirus Disease 2019 (COVID-19) will be reported promptly to the local health officer by Client as required by local rules and regulations.

E. SHIELD T3 will provide at no additional cost a license to Client to use an application that can be used to communicate test results to test subjects, for Bluetooth contact tracing and handle data ingestion, or Client can use the application provided by the Contracted Company.

6. Laboratory Qualifications.

In accordance with agreed upon project timing and launch plan, SHIELD T3 shall provide Client with proof that SHIELD T3 has received all required laboratory licenses or certifications. SHIELD T3 will perform all tests in compliance with any standard, ruling, or regulation of The Joint Commission, the State Department of Health Services, CMS's Clinical Laboratory Improvement Act, or any other governmental agency responsible for administering, regulating, or accrediting healthcare facilities or professionals. If such licenses or certifications are not obtained and provided by SHIELD T3, the provisions of Section 2C will apply.

7. Specimen Collection.

Specimen collection will be conducted by the Client using the processes, protocols and training provided by SHIELD T3. Such processes, protocols and training for use by Client may be modified based on mutual agreement of the parties. This specimen collection will comply with state, federal and local regulations, and will be the responsibility of the Client. Likewise, the data collection on the individual from which the specimen originates is the responsibility of the Client. In other words, the bar code needs to match the data file and this match plus the data file correctness is the responsibility of the Client. Specimen trail of custody and traceability will be the responsibility of the Client. SHIELD T3 will be responsible for supplying Client with consumables as outlined in exhibit C.

10. Specimen Transport & Courier Service.

Samples will be gathered by the Client or Contracted Company on site at the Facility and transported to SHIELD T3 at Client's cost. SHIELD T3 will not be responsible for transport of specimens from Client or Contracted Company to SHIELD T3 from the Facility. Transported specimens must be packaged and handled by Client or Contracted Company and SHIELD T3 according to applicable regulatory guidelines, SHIELD T3 procedural requirements and in accordance with trail of custody requirements.

11. Results

Shield T3 will make its best efforts to provide COVID-19 test results to Client and test participant within 5 hours of the receipt of the sample specimen, but in no case longer than 24 hours of receipt of sample specimen. Should there be periods of disruption to timely processing of test results, SHIELD T3 will provide no less than 48 hours' notice of such disruption, with such disruption having a duration of no more than five business days. Results are expected to meet a reasonable standard for diagnostic confirmation accuracy based on concurrent testing of specimens from a single test participant.

12. Independent Contractor.

In performing the services herein specified, SHIELD T3 is acting as an independent contractor, and neither SHIELD T3 nor any SHIELD T3 staff shall be considered employees of Client or any Contracted Company. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other.

13. Confidentiality.

Each party warrants and covenants to the other that neither shall disclose to any third party, except where permitted or required by law, any test subject or medical record information, and each shall comply with all federal and state laws and regulations regarding the confidentiality of such information.

14. Insurance.

SHIELD T3 shall, at its sole cost and expense at all time during the term of this Agreement, procure and maintain insurance policies, self insurance or a combination of the two that meet the following minimum limits: Workers Compensation (WC): Required for all Contracts NO EXEMPTIONS; Commercial General Liability (CGL): \$2,000,000 General Aggregate including Products and Completed Operations \$1,000,000 Each Occurrence Automobile Liability sufficient to meet minimum limits required in Idaho; \$1,000,000 per occurrence/claim Professional liability (malpractice) with a \$ 3,000,000 Aggregate. All commercial policies must be issued with a 30 day cancellation notice, by an insurance company licensed to do business in the State of Idaho, with a minimum AM Best rating of A-, and signed by an authorized agent. SHIELD T3 shall provide Client with a Certificate of Liability insurance naming Idaho State University and the State of Idaho as additional insureds. The parties agree that Client's self-insurance program satisfies Client's obligations related to insurance.

15. Miscellaneous.

A. Assignment. This Agreement and the rights and interests hereunder may be transferred or assigned only with the prior written consent of the other party.

B. Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

C. Entire Agreement; Severability. This Agreement contains the entire contractual understanding between the parties and supersedes and terminates any prior agreement(s) between the parties hereto. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement. Furthermore, it is the parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

D. Regulatory Requirements.

The parties expressly agree that nothing contained in this Agreement shall require SHIELD T3, or Client to refer or admit any individuals to, or order any goods or services from SHIELD T3. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse.

E. Amendments.

No modifications of or amendment to this Agreement or its attachments shall be effective or binding on either party unless mutually agreed to in writing signed by both parties.

F. Compliance.

SHIELD T3 represents and warrants that as of the date of this Agreement: (i) it is not excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; or (ii) it has not been convicted of a criminal offense related to the provision of federal health care items or services that could lead to debarment or exclusion. Further, SHIELD T3 agrees to immediately notify the Client to the contract in the event the foregoing representation and warranty is no longer completely accurate. SHIELD T3 acknowledges and agrees this is a material term of the Agreement and any breach or nonfulfillment of same will entitle Client to immediately terminate this Agreement subject to the provisions of Section 2C

G. Alternate Dispute Resolution.

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective business reputations and certain aspects of their relationship. Any and all claims, disputes or controversies arising under, out of, or in connection with the agreement which the parties shall be unable to resolve within sixty (60) days shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing which describes in reasonable detail the nature of such dispute. By not later than fifteen (15) business days after recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than thirty (30) business days after such notice of dispute, the party

against whom the dispute shall be raised shall select a mediation firm and such representatives shall schedule a date with such firm for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within thirty (30) business days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to them.

H. Governing Law.

This Agreement shall be governed by the laws of the State of Idaho. The venue for any action brought by any party to this Agreement shall be the Sixth District Court in and for the County of Bannock.

16. Notice.

Any notice required or permitted to be given hereunder shall be in writing and may be given by:

- (1) Hand delivery and shall be deemed given on the date of delivery;
- (2) Registered or certified mail and shall be deemed given the third day following the date of mailing; or
- (3) Overnight delivery by reputable overnight delivery services such as Federal Express or UPS and shall be deemed given the following day.
- (4) Electronic delivery if agreed to by both parties

Client: Idaho State University, 921 So. 8th Ave. Stop 8410, Pocatello, ID 83209

SHIELD T3: Shield T3, 506 South Wright Street MC 349, Urbana, IL. 61801

17. Privacy and Security Requirements.

Both parties agree to comply with applicable federal and state privacy and security laws and regulations ("Privacy Laws"), including, but not limited to, of state medical privacy laws, and the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and regulations promulgated thereunder (collectively, "HIPAA"), to the extent HIPAA requirements are applicable to the Services. Both parties agree not to use or further disclose any "protected health information" ("PHI"), as defined at 45 CFR §164.504, or "individually identifiable health information" ("IIHI"), as defined at 42 U.S.C. §1320d, concerning a test subject other than as permitted by the provisions of this Agreement and Privacy Laws. Both parties shall implement safeguards designed to prevent the use or disclosure of IIHI other than as provided for by this Agreement. Either party shall promptly report to the other party any use or disclosure of IIHI not in accordance with this Agreement or in violation of Privacy Laws of which that party becomes aware. In the event either party contracts with any other parties or agents to whom the party furnishes IIHI received from the party (a "Subcontractor"), that party shall include provisions in such agreements whereby that party and the Subcontractor agree to the same restrictions and conditions that apply to that party with respect to such IIHI. Either party shall return to the other party or properly dispose of any IIHI in accordance with Privacy Laws after the expiration or termination of this Agreement. Any breach of this paragraph shall constitute a material breach that may be cause for termination of this Agreement.

18. FERPA Requirements

Client, as an educational institution, is subject to legal obligations with respect to the privacy of personally identifiable student education records ("Education Records" as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act ("FERPA")). To the extent that SHIELD T3 (i) creates, (ii) receives from or on behalf of Client, or (iii) has access to any Education Records, SHIELD T3 agrees that it shall (a) abide by terms and requirements of FERPA and Client's policy with respect to handling of Education Records; and (b) not disclose any information in relation to Education Records to any third party (including, but not limited to, parents of a student) without the prior written consent of the student as required by FERPA. If SHIELD T3 discloses any of the Education Records to a subcontractor or agent, SHIELD T3 shall require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on SHIELD T3 by this Section 18. SHIELD T3 shall take any and all actions reasonably requested by Client to protect the privacy and confidentiality of Education Records.

19. Intellectual Property

Except as provided in section 2 pursuant to transfer of ownership and title by SHIELD T3, SHIELD T3 shall retain its ownership and interest in the testing process, the testing facility and the testing procedures hereunder. All rights reserved. SHIELD T3 hereby grants Client and applicable test subjects a non-exclusive, nontransferable license to access and utilize software provided hereunder and as hosted by or on behalf of SHIELD T3 subject to any additional terms set forth herein. Client shall not, and shall not permit any third party to, copy, decompile, reverse engineer or otherwise attempt to reduce any software used in the software provided to a human-perceivable form unless SHIELD T3 has given its prior written consent. Client may not create derivative works based upon the software in whole or in part, or develop or request third parties to develop or modify any software based on the software provided hereunder except as mutually agreed by the parties. Client shall not delete, remove, modify, obscure, fail to reproduce or in any way interfere with any proprietary, trade secret or copyright notices appearing on or incorporated in the software.

20. Disclaimer; Limitation of Liability

Except as provided in Section 11 "Results", the Services are provided "AS-IS," and SHIELD T3 DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED HEREUNDER. There are inherent limitations to the COVID-19 testing process, including of the testing methodology, limitations due to collection methods, limitations introduced as a result of shipping or other delivery methodology, and other perhaps unforeseen limitations. Client accepts these limitations in entering into this Agreement.

IN NO EVENT WILL CLIENT, SHIELD T3 (OR ITS SERVICE PROVIDERS OR LICENSORS) BE LIABLE TO THE OTHER OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, COST TO COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF CLIENT, SHIELD T3, ITS LICENSORS/SERVICE PROVIDERS, AND THEIR OFFICERS, DIRECTORS, AGENTS, ATTORNEYS AND EMPLOYEES UNDER ANY THEORY OF LAW, INCLUDING NEGLIGENCE, TORT, OR OTHERWISE, FOR ANY DAMAGES TO CLIENT ARISING UNDER THE AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO SHIELD T3 UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY.

21. Force Majeure

The parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such party including without limitation, any government order, act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give prompt written notice thereof to the other party provided that failure to give such notice shall not in any way limit the operation of this provision.

IDAHO STATE UNIVERSITY

Signed: _____

By: _____

Title: _____

Date: _____

SHIELD T3

Signed: _____

By: _____

Title: _____

Date: _____

Exhibit A

Fee Schedule

1. Operational start date is January 4, 2021. The initial term and Client's minimum testing commitment will end on April 23, 2021. Additional testing under this Agreement may thereafter continue upon mutual written agreement.
2. The parties agree to do at least one trial run before December 30, 2020.
3. Client agrees to a minimum test number of 900 per week. Client agrees to submit and Shield T3 agrees to process tests pursuant to a rolling six-week forecast. Client anticipates the following test volume:
 - a. Week of January 4: 3200 tests
 - b. Week of January 11: 6400 tests
 - c. Week of January 18: 3200 tests
 - d. Each week thereafter until April 23: 900 tests

Client shall use its reasonable best estimates to update the forecast each Monday by close of business.
4. The parties understand and agree test volume may vary and may substantially increase or decrease due to a specific act, such as cancellation of spring athletics.
5. Client declines participation in Shield T3's charity pricing program. Therefore, cost per test is \$30.00.
6. The minimum average volume will be calculated and reconciled at 6-week increments, except the final increment, if the contract is terminated at the end of the semester, as noted above.
7. Cost for missed volume will be \$15 per test.

Exhibit B**Statement of Work for Ancillary Services**

This Statement of Work (SOW) is hereby subject to and incorporated into the agreement between SHIELD T3 and the Client. Services provided by SHIELD T3 are as follows:

- Provide community members, a personalized smartphone-based app to enable effective incentives and awareness of their COVID-19 health status and actions necessary to improve or maintain their health status and protect their community.
 - Develop the app such that it is renamed as mutually agreed by the parties (e.g., “Safer <Client>”).
 - Manage and provide the software licenses and computing infrastructure required to host and deliver the mobile application.
 - Provide second and third level technical support; Client is responsible for level one support (i.e., direct user support).
 - Generate real-time dashboards in connection with application data.
- Enable data integration between Client personnel database, the laboratory systems and the output to the app, and local department of health
- If the Client requires non-standard interfaces and functionality, SHIELD T3 will make an introduction to its service provider, ROKMETRO, and Client may contract directly for such services separately.
- Engage in remote discussions as needed to answer questions and work together on improving the ecosystem

Exhibit C
Collection Site supply responsibilities

Supplies	Client	Shield T3
Android Phone for scanning	X	
Vials		X
Funnels		X
Sample plastic bags		X
Transportation plastic bags		X
Personal Protective equipment	X	
Misc collection site supplies, e.g., Sharpie marker, paper towels, hand sanitizer, etc.	X	

**WORK SESSION
DECEMBER 17, 2020**

TAB	DESCRIPTION	ACTION
A	KINDERGARDEN READINESS	Information Item
B	K-20 EDUCATION STRATEGIC PLAN/LITERACY INTERVENTION UPDATE	Information Item

**WORK SESSION
DECEMBER 17, 2020**

SUBJECT

Kindergarten Readiness

REFERENCE

September 2013	Board approves Taskforce for Improving Education recommendations, including recommendation that “students demonstrate mastery of literacy before moving on to significant content learning. Reading proficiency is a major benchmark in a student’s education. Students must learn to read before they can learn content in other subject areas.”
August 2015	Board adopts the Literacy Implementation Committee Report, including a recommendation to establish a working group to provide recommendations regarding potential changes to the assessment used for the Idaho Reading Indicator (IRI).
June 2016	Board adopts the recommendations from the Early Literacy Assessment Working Group to replace the current statewide reading assessment with an electronically-administered, computer adaptive assessment.
April 2018	Board accepted Smarty Ants® offer to provide a free early literacy resource tool for families to work with their early learners at home.
February 2019	Board received an update on the Idaho Association for the Education of Young Children’s initiative on school readiness, and added a new Goal 2 to the K-20 Education Strategic Plan focusing on Educational Readiness.
February 2020	Board adopted the K-12 Our Kids, Idaho’s Future Task Force work and recommendations, including recommendations for focusing accountability on K-3 literacy and uniform student access to all day kindergarten.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-201, §33-208, §33-1614

Idaho Administrative Code, IDAPA 08.02.03.101 – Kindergarten Curriculum

BACKGROUND/DISCUSSION

Pursuant to Section 33-201, Idaho Code, "School age" is defined as all residents of the state between the ages of five and twenty-one. Kindergarten attendance is not compulsory in Idaho. Section 33-202, Idaho Code, provides that students between the age of seven and sixteen to be instructed in the subjects commonly and usually taught in the public school until the age of 7. For most students, this

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means they are not required to attend school or be instructed in the subjects commonly and usually taught in the public school until second grade.

Section 33-1615, Idaho Code, requires all students in kindergarten through grade three to be assessed, at a minimum, twice a year using the Idaho statewide reading assessment. This assessment is identified as the Idaho Reading Indicator (IRI), and is administered in the fall and the spring. While there is not a statewide kindergarten readiness assessment, this assessment can be used to identify if students entering kindergarten in fall each year are reading at grade level.

The current IRI assesses students in four areas at the kindergarten level: listening comprehension, letter knowledge, phonemic awareness and vocabulary. The assessment identifies students at grade level, near grade level and below grade level in each of these areas and provides a composite score of all four areas. Based on the fall administration of the IRI's composite scores, a large number of our students are entering kindergarten below grade level:

Kindergarten

School Year	At Grade Level	Near Grade Level	Below Grade Level
Fall 2020 – Composite	43.4%	29.1%	27.5%
Fall 2019 – Composite	42.3%	30.2%	27.5%
Fall 2018 – Composite	44.9%	26.8%	28.2%

Of the four areas identified in the IRI, the largest variance is with students at grade level in the area of letter knowledge. Between fall 2018 and fall 2020, students entering kindergarten at grade level in the area of letter knowledge ranged from 23.7% to 25.4%. While the IRI is not a full measure of a student's kindergarten readiness, it provides a snapshot of where students are at in the areas of reading and literacy. Early reading and literacy proficiency is an area the Board has identified as a priority for students and is key in making sure our students can learn and be successful throughout the education pipeline.

In addition to the IRI, some schools do perform kindergarten readiness assessments on students prior to enrolling them in kindergarten. These assessments look at the student more holistically and may take into account social skills, language and literacy, mathematics, and physical well-being and motor development. The State of Ohio is one example of a state where an early learning assessment and a kindergarten readiness assessment is used statewide. More information on Ohio's program can be found at:

<http://education.ohio.gov/Topics/Early-Learning/Kindergarten/Ohios-Kindergarten-Readiness-Assessment>

In 2019, the Board amended Goal 2 of Idaho's K-20 Education Strategic Plan to focus on Educational Readiness. The goal encompasses earlier ongoing efforts by the Board to emphasize work around early learning literacy and recommendations adopted by the Board from the 2012/2013 Governor's K-12

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Task Force and the 2019 recommendation from Governor Little's Our Kids, Idaho's Future Task Force.

Literacy Implementation Subcommittee Recommendations:

1. Expand state support for reading interventions for struggling early readers
2. Adopt a new state literacy assessment package
3. Revise Idaho Code to clarify the purpose of the statewide reading assessment
4. Provide state guidance and support to ensure that teachers are ELL-trained to provide high-quality literacy instruction
5. Update State Comprehensive Literacy plan
6. Expand state support and renewal of school libraries

Our Kids, Idaho Future Literacy Recommendations

1. Statewide Accountability: Focusing Our Efforts on K-3 Literacy
2. Greater All-Day K Opportunities to Support K-3 Literacy and Future Student Achievement

IMPACT

This agenda item will provide the Board with an opportunity to discuss expectations to ensure every student is ready to learn when they enter kindergarten.

ATTACHMENTS

Attachment 1 – Preschool Development Grant Birth through Five Overview

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Currently in Idaho, no state funds are available for preschool education outside of those students that qualify for special education services and kindergarten is only funded at a half day rate. Additionally, pursuant to Section 33-512, Idaho Code, local boards of trustees have a duty to “exclude from school, children not of school age.”

The Governor and Legislature have shown support in this area through the appropriation of funding targeting literacy intervention:

- FY 2021: \$3,156,500 of ongoing funding for K-3 literacy intervention at the school lever, bringing the total ongoing general funds for literacy intervention to \$26,146,800.
- FY 2020: Fully funded the Governor's request for \$13,156,500 new monies for K-3 literacy intervention. Of this, \$3,156,500 was a one-time funding transfer from the Opportunity Scholarship Program Account.
- FY 2019: \$1,740,300 appropriation for K-3 literacy proficiency in addition to the existing \$11,250,000 in the public schools' budget used for literacy intervention.

Beth Oppenheimer, Executive Director of Idaho Association for the Education of Young Children (IDAEYC), will be available to participate in the discussion with the

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Board. IDAEYC has done significant work in the area of early childhood education, including the administration of a federal planning grant targeted at helping states conduct a statewide needs assessment plan, a statewide strategic plan, maximizing parental choice and knowledge, sharing best practices, and improving overall quality of early childhood care and education. The Board and IDAEYC have applied for a three-year renewal grant which is summarized in Attachment 1.

In addition to the partnership with IDAEYC, Idaho Public Television (IPTV) has a long history of providing programing and resources geared toward kindergarten readiness.

- Programing is currently available that addresses:
 - Literacy Skills
 - Social Emotional Learning
 - Number/Math Skills
 - Parent Expectations & Preparation
- National research has demonstrated these TV shows are effective in improving kindergarten readiness and later student success.

IPTV is also providing outreach to support kindergarten readiness directly to parents and children. Some of these efforts include:

- Marsing and American Falls Parent Engagement
- Training for incarcerated mothers of preschoolers
- Bright By Text Messaging

BOARD ACTION

This item is for informational purposes only.



Preschool Development Grant

The federal Preschool Development Grant has evolved over the years and, historically, was designed to strengthen state and local efforts to develop and expand preschool programs for low- and moderate-income families. In 2018, the Administration for Children and Families – a division of the U.S. Department of Health and Human Services – shifted the focus of the grant but kept the name basically the same. PDG B-5 funding is now designed to help states BUILD and ENHANCE mixed-service delivery SYSTEMS for children, ages birth through five, while enhancing parental knowledge and choice. Through renewal funding, Idaho will take another significant step forward in achieving its vision of locally driven, family-friendly services to support the optimal growth and development of young children.

RENEWAL PROPOSAL PRESCHOOL DEVELOPMENT GRANT BIRTH THROUGH FIVE: Supporting Early Learning IDAHO STATE BOARD OF EDUCATION IN PARTNERSHIP WITH IDAHO AEYC

In November 2020, Governor Little authorized the State Board of Education and Idaho AEYC to apply for renewal funding in the amount of \$5.98 million per year, for up to three years, to continue the successful efforts of the initial PDG B-5 grant awarded in December 2019. The activities included in the renewal proposal reflect continued efforts to engage families, local communities, business partners, early childhood educators, schools, policy makers, and others invested in building a mixed-service delivery system for young children, ages birth through five years.



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PDG B-5 Initial Grant (PDG-I): 2020

Awarded in December 2019, Idaho's initial Preschool Development Grant Birth through Five represented the first opportunity for the state to conduct research, planning, collaboration, and coordination of Idaho's early care and education (ECE) systems. Idaho has made full use of this funding by engaging in projects that have 1) assessed the needs of parents, families, and ECE programs; 2) created strategic planning goals for Idaho's ECE system; 3) taken initial steps to improve access to and the quality of ECE programs; 4) expanded efforts to improve the ECE workforce; 5) strengthened local mixed-delivery collaboratives; and 6) outlined a framework to evaluate system changes and engage in continuous quality improvement.

PDG B-5 Renewal Grant (PDG-R): 2021 (federal funding for up to three years)

The following projects have been included in the PDG-R federal application, submitted in November 2020 by the Idaho State Board of Education in partnership with Idaho AEYC.

Activity 1: Statewide Needs Assessment

Throughout 2020, PDG-I funding allowed Idaho to better understand the needs of statewide ECE stakeholders and vulnerable populations through 10 needs assessment (NA) projects. The NA projects enabled Idaho to assess the needs of children and families, identify systemic barriers to accessing services, and uncover gaps in data. Information from the NA projects were used to create state/local ECE strategic plans and support the implementation of projects designed to improve access, quality, and the coordination of ECE services across the state.

Over the next three years, the NA will be periodically updated to address the goals for PDG-R which include:

- Goal 1 – Equitable access to programs and services for young children and their families;
- Goal 2 – Successful implementation of high-quality services and programs; and
- Goal 3 – Improved outcomes for young children, ages birth through five.

Stakeholder participation - including families, early care educators, Early Childhood Advisory Committee members, business leaders, policy makers, librarians, schools, and local communities – will continue to be at the forefront of providing input and feedback for updates to the PDG-R needs assessment.

Activity 2: PDG B-5 Statewide Strategic Plan

Idaho will use the information from updated needs assessments to periodically update the statewide Strategic Plan (SP) which is designed to better coordinate programs and services, efficiently leverage resources, and respond to the needs of vulnerable children and families. The SP framework will be populated with Idaho's vision for the ECE system, guiding principles, strategic goals, and specific strategies and action steps to meet those goals.

Activity 3: Maximizing Parental Knowledge, Choice, and Engagement

Quality Outreach (Project 3.1): The STEP UP IDAHO quality awareness campaign developed in the PDG-I year will be enhanced and expanded in the PDG-R. This campaign focuses on increasing 1) awareness of the importance of quality ECE experiences, 2) awareness of the continuum of developmentally appropriate school readiness skills, 3) ways to improve transitions across early childhood into the elementary school grades, and 4) participation in *Steps to Quality*, Idaho's Quality Rating and Improvement System (QRIS).

Child Care Start-up Technical Assistance (Project 3.2): In partnership with the IdahoSTARS project and Early Learning Local Collaboratives (LCs), Early Learning Business Coordinators will provide training, mentoring, and ongoing Technical Assistance (TA) related to starting and sustaining quality programs for young children. Using the Idaho Child Care Business Guides created in the PDG-I year, these positions will support regions throughout the state indicating a need for quality child care.

Child Care Start-up Grants (Project 3.3): Child care start-up grants will be available to child care providers in an effort to increase the supply of center-based and home-based child care programs throughout Idaho. Lakeshore Learning will be a partner in these efforts.

Developmental Monitoring Outreach (Projects 3.4 and 3.5): In collaboration with statewide partners, efforts will be expanded to increase awareness of the importance of developmental monitoring. Training will be available for families, ECE programs, pediatric health care providers, community partners, businesses, librarians, and others related to the *Ages and Stages Questionnaires®* and *Learn the Signs. Act Early* developmental monitoring resources.

Preschool
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Birth through Five

RENEWAL ACTIVITIES

Pending Federal Award of Renewal Funding

Early Childhood Mental Health (Project 3.6): Through collaborative efforts with early intervention, pediatric health care providers, social service agencies, and child care programs, the early childhood mental health system will be expanded with access to scholarships to cover infant mental health endorsement fees. These efforts will increase **Idaho's capacity to support ECE mental health needs, particularly in disadvantaged and rural areas of the state.**

IdahoSTARS RISE Database Enhancement (Project 3.7): The parent portal of the statewide IdahoSTARS RISE database will be expanded to assist parents in conducting advanced searches for child care, finding information related to child development, and participating in free professional development sessions to support early learning experiences for their young children.

Idaho Commission for Libraries Outreach (Project 3.8): Through a partnership with the Idaho Commission for Libraries (ICfL), local libraries will continue serving as a source of community-based resources for families with young children. ICfL will collaborate on the creation of Library Reading Challenges to support literacy outreach efforts while **promoting the love of learning. Sets of children's books will be purchased to enhance the inventory at libraries, library branches, and bookmobiles to encourage shared literacy experiences.**

Idaho Public Television Early Learning Campaign (Project 3.9): In collaboration with partners, Idaho Public Television (ID PTV) will expand the *Idaho Ready to Learn* campaign by creating public service announcements (PSAs) that promote quality early learning activities for families with young children. New and existing *Ready to Learn* PSAs will be translated into Spanish to serve a larger segment of the population. In addition, ID PTV plans to create a documentary that features the history and importance of early learning in Idaho and is also exploring the possibility of creating a family-friendly app to encourage engagement in fun, early learning experiences.

Kids of Idaho Early Literacy Campaign (Project 3.10): In partnership with Lakeshore Learning, efforts to expand the literacy campaign that began in PDG-I will take place. The *Kids of Idaho Love to Learn!* **children's activity book**, with its accompanying bookbag and early learning materials, will be distributed to children entering kindergarten in partnership with local schools. In addition, a second *Kids of Idaho* activity book will be created with a focus on outdoor learning. Both of the *Kids of Idaho* **children's activity** books will promote family engagement and enhance school readiness skills.

READY! for Kindergarten Expansion (Project 3.11): Parents and early childhood educators, particularly those in high need communities, will have increased access to quality early learning materials and workshops through the *Ready! for Kindergarten* program expansion. Libraries, school districts, and LCs throughout the state will partner in this effort. This national training series provides parents and ECE programs with developmentally appropriate learning experiences and resources for young children, ages birth through five, to enhance school readiness skills.

Books for Babies Program (Project 3.12): To assist families of newborn babies, the *Books for Babies* program will be expanded in pilot areas of the state. This program, in partnership with regional hospitals, provides a resource bag for parents and includes information about child development, local services, and a **children's board book**.

Activity 4: Sharing Best Practices and Professional Development for the ECE Workforce

Local Collaborative Network – Technical Assistance (Project 4.1): To continue supporting the Early Learning Local Collaborative (LC) Network developed during the PDG-I grant and to expand the LC Network from 15 to 20 communities through PDG-R funding, support will be provided through targeted TA as well as a series of resource tools and strategic activities designed to enhance and sustain local early learning governance structures.

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RENEWAL ACTIVITIES

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Early Learning Institute (Project 4.2): To increase the availability of ECE professional development (PD) opportunities, an Early Learning Institute will be established, staffed by a full-time Professional Development Director. Through the Early Learning Institute and in partnership with the IdahoSTARS project and other agencies, interdisciplinary PD sessions will be developed and provided at no cost. Free sessions will be offered to child care educators, families, and invested partners. In addition to training sessions, free early learning resources and materials, aligned with PD sessions and best practices in early childhood education, will be provided to support high-quality early learning experiences in child care programs and homes throughout the state.

LENA Grow Pilot Project (Project 4.3): During the PDG-I year, a pilot project of *LENA Grow* – an innovative, research-based early intervention initiative to support quality teacher-child and parent-child verbal interactions – was developed to support children in Idaho. The *LENA Grow* project will be expanded allowing child care educators and families to engage in professional development and coaching related to the importance of building early language and literacy skills.

Child Development Associate Credential Cohorts (Project 4.4): The PDG-R grant will expand access to the Child Development Associate Credential (CDA), a program of the Council for Professional Recognition. CDA expansion will support the ongoing ECE professional career ladder. A CDA Specialist will be hired to lead Idaho CDA cohorts, in partnership with the IdahoSTARS project, in high-need areas of the state. Scholarships will be provided to CDA cohort participants to cover the full cost of obtaining the professional credential, including Council fees and materials.

Activity 5: Improving the Overall Quality of Programs and Services

Early Learning Quality Coordinators (Project 5.1): Two Early Learning Quality (ELQ) Coordinators will be hired to work in conjunction with the IdahoSTARS project, LCs, EL Business Coordinators, *Wonderschool*, and other partners to support quality improvement in center-based and home-based programs. One of the ELQ Coordinators will focus on infant/toddler care (birth-36 months) to improve access to and enhance quality in programs for our youngest learners. The other ELQ Coordinator will provide support for programs serving preschool children (ages 3-5) by promoting high-quality, developmentally appropriate early learning experiences to encourage exploratory, hands-on learning while integrating family engagement. The ELQ Coordinators will provide free professional development and coaching through the Early Learning Institute, support targeted TA plans, and mentor Early Learning cohorts to increase responsive caregiving and positive adult-child interactions.

Idaho STEM Action Center (Project 5.2): The Idaho STEM Action Center will bring developmentally appropriate instructional practices to ECE programs, families, and librarians throughout the state. Inquiry-based professional learning opportunities will support increased opportunities to engage children in hands-on experiences designed to increase math, literacy, social-emotional, and critical thinking skills – all of which are powerful predictors of success in school and throughout life. The Early STEM initiative will feature three programs: 1) Families Learning Across Boundaries, 2) Early STEM Professional Development Workshops, and 3) Access to Boise State University's Early Learning Partnership Projects.

Classroom Assessment Scoring System® (Project 5.3): To improve positive teacher-child interactions and support school readiness skills, the IdahoSTARS project will expand the use of the research-based *Classroom Assessment Scoring System*® (CLASS®), which is currently used in 23 states as a leading quality indicator within QRIS systems. CLASS® has been proven to help ECE programs be more effective in providing quality care, close early learning gaps, and improving literacy, math, and social-emotional outcomes for children. A full-time CLASS® Specialist will be hired to coordinate and lead these efforts.

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Quality Coaching Stipends (Project 5.4): Quality stipends will be available to ECE educators (in center-based and home-based programs) to successfully implement quality improvement action plans focused on tiered levels of engagement in *Steps to Quality*. Up to 25 ECE providers (per year) will be eligible to receive stipends in the amount of \$400 per year. With these stipends, early learning educators will select materials from Lakeshore Learning, in alignment with quality improvement goals, to improve school readiness outcomes for young children.

Local Collaborative Network – Subgrants (Project 5.5): The primary vehicle to expand access to high-quality programs and the development of a statewide ECE system in Idaho will be through the enhancement of the statewide Early Learning Local Collaborative model. Subgrants will be awarded to the 15 existing LCs as well as five new LCs. These subgrants will sustain the work started in PDG-I as well as continuing efforts toward implementation of LC strategic action plans over the three years of the PDG-R.

Activity 6: Monitoring, Evaluation, and Data Use for Continuous Improvement

The Boise State University Program Evaluation and Research Lab (PEARL) will lead monitoring and evaluation efforts for the PDG-R grant including conducting surveys and interviews, collecting and analyzing data, developing ongoing data reports, and the implementation of the Program Performance Evaluation Plan for all grant projects. Through a data management system, the PEARL team will be able to collect and manage data, as well as to develop data visualizations for PDG-R Leadership Teams, LCs, policy makers, and other stakeholders

PDG-Renewal Bonus Activities

Bonus Area 1: Coordinated Application, Eligibility, and Enrollment

The state will build on existing efforts to unify and integrate resource and referral services through a single point of access system. United Way of the Treasure Valley will coordinate this effort through statewide collaboration and strategic partnerships. Existing access points, current available resources, and avenues to locate services will be mapped and identified. This information will then be interfaced into a single point of access followed by outreach efforts to promote Idaho's integrated system.

Bonus Area 2: Infant/Toddler Emphasis

To address the statewide need for infant and toddler care, efforts will be made to increase the availability and quality of care, especially in rural and high need communities. One of the ELQ Coordinators will focus exclusively on infant and toddler care through a strengths-based, responsive caregiving approach. The ELQ Infant/Toddler Coordinator will work in collaboration with the EL Business Coordinators, the IdahoSTARS project, LCs, and *Wonderschool* to develop a family child care network. The *Wonderschool* network will support the start-up and sustained operations of home-based child care with an emphasis on quality care for infants and toddlers.

Bonus Area 3: Collaborative Transition & Alignment from Birth to the Early Grades

A School Transition Specialist will be hired to coordinate the new *Steps to Kindergarten* Outreach Project. This coordinated effort will focus on developing an Idaho-specific approach to supporting transitions from early childhood to school systems. A series of projects will engage parents, ECE programs, kindergarten teachers, and school administrators in planning and implementing successful transitions between early learning and kindergarten by focusing on 1) connecting children, 2) connecting families, 3) connecting schools, and 4) connecting communities. As part of the project, school readiness teams will be integrated into the LC Network leading to smoother and more supportive transitions for children at the community level.

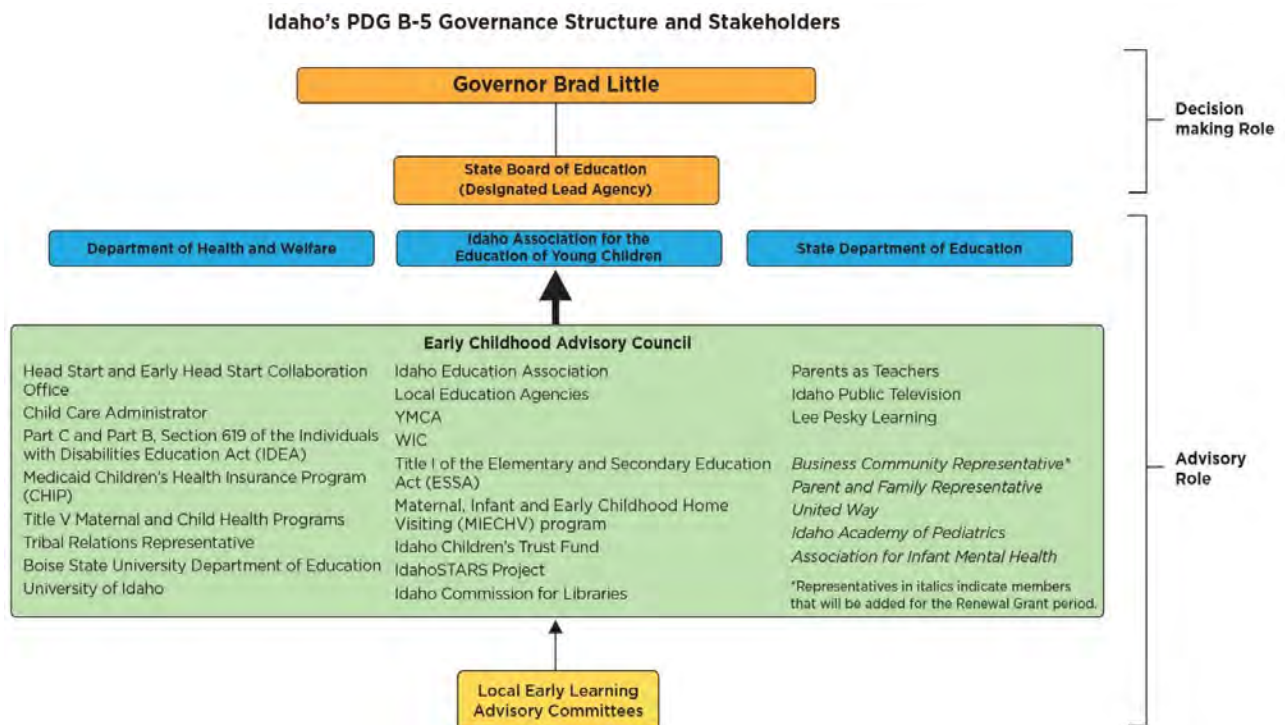


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RENEWAL ACTIVITIES
Pending Federal Award of Renewal Funding

State of Idaho
Preschool Development Grant Birth through Five

Governance Structure and Stakeholders



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SUBJECT

2021-2026 K-20 Education Strategic Plan

REFERENCE

February 2018	Board approved new K-20 Education Strategic Plan (FY20-FY24) significantly rewriting the Goals, Objectives, and Performance Measures.
October 2018	Board reviewed the K-20 Educational System performance measures and directed staff to remove a number of performance measures and bring forward annual degree production targets for consideration in the updated K-20 Education Strategic Plan for the December 2018 Board meeting.
September 2017	The Board adopted the Higher Education Task Force recommendations, including the recommendation the Board restate the 60% educational attainment goal to: "By the year 2025, Idaho's colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of all Idaho citizens necessary to survive and thrive in the changing economy and that by June 30, 2025, 60% of the state's citizens between the ages of 25-34 shall have a postsecondary education."
December 2018	Board reviewed the draft K-20 Education Strategic Plan and discussed setting institution level credential production goals by level of credential.
February 2019	Board approved updated K-20 Education Strategic Plan reviewed data on Idaho's workforce education gap and potential credential production targets. Directed staff to do additional work with the Department of Labor, Department of Commerce, Workforce Development Council, and Governor's Office on identifying workforce need and production targets.
June 2019	Board approved updated FY20-FY24 Institution, Agency, and Special/Health program strategic plans.
October 2019	Board reviewed K-20 Education System performance during the Work Session and Literacy Growth Targets during the Planning, Policy and Governmental Affairs portions of the agenda
February 2020	Board approved amendments to the FY21 K-20 Education Strategic Plan.
May 2020	The Board discussed amendments to the Board's K-20 Strategic plan as part of a facilitated Board retreat.

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June 2020	Board approved the institutions' and agencies' strategic plans and delegated approval of the health and special program plans to the Executive Director.
August 2020	Board approved a new mission and vision statement for the K-20 Education Strategic plan.
October 2020	Board reviewed K-20 Education System performance measures.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.
Planning and Reporting
Section 67-1903, Idaho Code

BACKGROUND/ DISCUSSION

Idaho State Constitution, Article IX, Section 2, provides that the general supervision of the state educational institutions and public school system of the State of Idaho, "shall be vested in a state board of education, the membership, powers and duties of which shall be prescribed by law." Through obligations set in the State Constitution and Idaho statutes, the State Board of Education (Board) is charged with the general supervision, governance and control of all educational institutions and agencies supported in whole or in part by the state. This includes public schools, colleges and universities, Department of Education, Division of Career Technical Education, Idaho Public Television, and the Division of Vocational Rehabilitation. The Board and its executive agencies are charged with enforcing and implementing the education laws of the state.

Due to these broad responsibilities, the Board serves multiple roles. The Board sits as a policy-making body for all public education in Idaho, provides general oversight and governance for public K-20 education, and has a direct governance role as the Board of Regents for the University of Idaho and the board of trustees for the other public four-year college and universities. The K-20 Education strategic plan must encompass and serve all of these aspects of Idaho's public education system.

The Board's strategic plan is a forward looking roadmap used to guide future actions, define the vision and mission of Idaho's K-20 educational system, guide growth and development, and to establish priorities for resource distribution. Strategic planning provides a mechanism for continual review to ensure excellence in public education throughout the state. The strategic plan establishes the Board's goals and objectives that are consistent with the Board's governing ideals, and communicates those goals and objectives to the agencies and institutions under the Board, and to the public and other stakeholder groups.

At the October regular Board meeting, the Board reviews performance measures from the K-20 Education Strategic Plan as well as the performance of the agencies and institutions. Unlike the strategic plan work, the performance measure review

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is a backward look at progress made during the previous four years toward reaching the strategic plan goals and objectives.

Section 67-2903, Idaho Code sets out minimum planning elements that are required to be in every agency and institution strategic plan as well as the annual review and updating requirement that is the basis for the Board's strategic planning cycle. The state strategic planning requirements are identified in Attachment 3.

IMPACT

Based on the discussion during the Work Session, staff will bring back final edits to the K-20 Education Strategic Plan for the Board's consideration at the February Board meeting. Once the Board has approved the updated strategic plan, the agencies, institutions and special/health programs will update their strategic plans for the Board's consideration in April 2020.

ATTACHMENTS

Attachment 1 – FY 2022 K-20 Strategic Plan – Working Document
Attachment 2 – FY 2021 K-20 Education Performance Measures
Attachment 3 – Literacy Intervention Strategies
Attachment 4 – State Strategic Planning Requirements
Attachment 5 – Board's Master Planning Calendar

BOARD STAFF COMMENTS AND RECOMMENDATIONS

At its October 2020 regular meeting the Board reviewed the performance of Idaho's K-20 education system based on progress towards the benchmarks and performance targets of the K-20 Education Strategic Plan, which includes the agencies, institutions and special/health programs that makeup Idaho's education system. The Board took a deep dive into the metrics used to measure progress toward the Board Goal 2, Educational Readiness. As part of the conversation, there was interest expressed in having a more in-depth conversation around strategies that are being used to close the gap between where we are at and the benchmarks set in the strategic plan. Board members indicated they would like to focus on K-3 literacy and education readiness. Attachment 3 identifies work that has recently been done or is currently being done in the area of literacy intervention and educational readiness.

Pursuant to Section 1615, Idaho Code, students in kindergarten through grade three will have their reading/literacy skills tested on the statewide assessment at least twice a year and the State Department of Education will report the results of the assessment to the Board, the legislature and governor and the results will be made available to the public by school and district. Pursuant to Section 33-1616, Idaho Code, the Board is required to promulgate rules implementing the provisions of the chapter and include "student trajectory growth to proficiency benchmarks and a timeline for reaching such benchmarks." The data from the statewide reading assessment are necessary to set meaningful literacy growth targets. The Board approved the current literacy growth targets at the August 2016 Regular

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Board meeting. Those targets are codified in IDAPA 08.02.01.802. The existing targets were set based on the legacy version of the Idaho reading indicator (IRI). At this time, data needed to develop new literacy growth targets are not available. Work on setting new literacy growth targets includes amending the current targets in Administrative Code. The negotiated rulemaking process required for amending these targets is currently scheduled to in spring 2021.

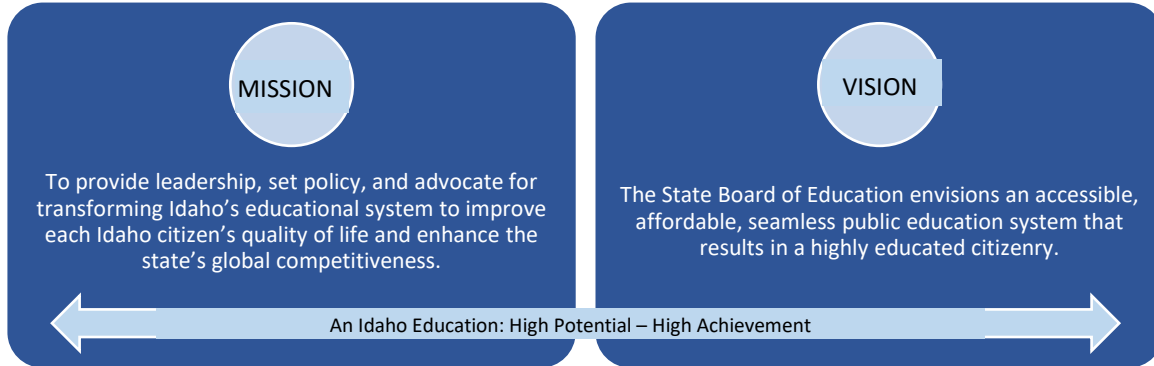
The December strategic planning work session is intended to provide an opportunity for the Board to discuss its strategic priorities and identify any amendments the Board would like to make to the K-20 Education Strategic Plan. The K-20 Education Strategic Plan is documentation of the Board's goals and objectives for education in Idaho, but it also serves as the state's plan for Idaho's K-20 education system and must be aligned to Idaho's constitutional responsibility for a uniform and thorough education system.

BOARD ACTION

This item is for informational purposes only.



Idaho K-20 Public Education - Strategic Plan



GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT –

Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

- **Objective A: Data Access and Transparency** - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.
- **Objective B: Alignment and Coordination** – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

GOAL 2: EDUCATIONAL READINESS –

Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and work force opportunities by assuring they are ready to learn at the next educational level.

- **Objective A: Rigorous Education** – Deliver rigorous programs that challenge and prepare students to transition through each level of the educational system.
- **Objective B: School Readiness** – Explore opportunities to enhance school readiness

GOAL 3: EDUCATIONAL ATTAINMENT –

Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

- **Objective A: Higher Level of Educational Attainment** – Increase completion of certificates and degrees through Idaho's educational system.
- **Objective B: Timely Degree Completion** – Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).
- **Objective C: Access** - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

GOAL 4: WORKFORCE READINESS –

The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

- **Objective A: Workforce Alignment** – Prepare students to efficiently and effectively enter and succeed in the workforce.
- **Objective B: Medical Education** – Deliver relevant education that meets the health care needs of Idaho and the region.



FY2021-2026
Idaho K-20 Public Education - Strategic Plan

An Idaho Education: High Potential – High Achievement

MISSION STATEMENT

To drive improvement of the K-20 education system for the citizens of Idaho, focusing on quality, results, and accountability.

VISION STATEMENT

A student-centered education system that creates opportunities for all Idahoans to improve their quality of life.

GUIDING VALUES

- Access
- Innovation
- Preparedness
- Resilience

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT (systemness) – Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

Objective A: Data Access and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

Performance Measures:

- I. **Development of a single K-20 data dashboard and timeline for implementation.**

Benchmark: Completed by FY2020

Objective B: Alignment and Coordination – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

Performance Measures:

- I. **Percent of Idaho community college transfers who graduate from four-year institutions.**

Benchmark: 25% or more

- II. Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and language arts.**

Benchmark: 2 year – less than 55%
4 year – less than 20%³

GOAL 2: EDUCATIONAL READINESS (student-centered) – Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn for the next educational level.

Objective A: Rigorous Education – Deliver rigorous programs that challenge and prepare students to transition through each level of the educational system.

Performance Measures:

- I. Percentage of students scoring at grade level on the statewide reading assessment (broken out by grade level, K-3).**

Benchmark: TBD (Benchmark will be set after Spring 2020 IRI results received)

- II. Percentage of students meeting proficient or advance on the Idaho Standards Achievement Test (broken out by subject at each transition grade level, 5, 8, high school).**

Benchmark:

Idaho Standards Achievement Test	by 2022/ESSA Plan Goal
Math	
5th Grade	58.59%
8th Grade	57.59%
High School	53.30%
ELA	
5th Grade	68.04%
8th Grade	67.64%
High School	73.60%
Science	
5th Grade	FY21 Baseline
High School	FY21 Baseline

- III. High School Cohort Graduation rate.**

Benchmark: 95%³ or more

- IV. Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks.**

Benchmark: SAT – 60%¹ or more
ACT – 60%¹ or more

- V. **Percent of high school graduates who participated in one or more advanced opportunities.**
Benchmark: 80%¹ or more
- VI. **Percent of dual credit students who graduate high school with an Associates Degree.**
Benchmark: 3%² or more
- VII. **Percent of high school graduates who enroll in a postsecondary institution:**
Within 12 months of high school graduation.
Benchmark: 60%³ or more
Within 36 months of high school graduation.
Benchmark: 80%⁴ or more

Objective B: School Readiness – Explore opportunities to enhance school readiness.

Performance Measures:

- I. **Percentage of students scoring at grade level on the statewide reading assessment during the Fall administration in Kindergarten.**
Benchmark: TBD (Benchmark will be set after Spring 2020 IRI results received)
- ~~II. **Number of students participating in early readiness opportunities facilitated by the state.**
Benchmark: TBD~~

GOAL 3: EDUCATIONAL ATTAINMENT (opportunity) – Ensure Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

Objective A: Higher Level of Educational Attainment – Increase completion of certificates and degrees through Idaho's educational system.

Performance Measures:

- I. **Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.**
Benchmark: 60%⁵ or more
- II. **Total number of certificates/degrees produced, by institution per year:**
 - a) Certificates
 - b) Associate degrees
 - c) Baccalaureate degrees

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ATTACHMENT 1

Total number of certificates/degrees produced, by institution annually	Benchmark
Certificates of at least one year	TBD
College of Eastern Idaho	TBD
College of Southern Idaho	TBD
College of Western Idaho	TBD
North Idaho College	TBD
Boise State University	TBD
Idaho State University	TBD
Lewis-Clark State College	TBD
University of Idaho	TBD
Associate degrees	TBD
College of Eastern Idaho	TBD
College of Southern Idaho	TBD
College of Western Idaho	TBD
North Idaho College	TBD
Boise State University	TBD
Idaho State University	TBD
Lewis-Clark State College	TBD
University of Idaho	TBD
Baccalaureate degrees	TBD
Boise State University	TBD
Idaho State University	TBD
Lewis-Clark State College	TBD
University of Idaho	TBD

- III. Percentage of new full-time degree-seeking students who return (or who graduate) for second year in an Idaho postsecondary public institution.**
(Distinguish between new freshmen and transfers)
Benchmark: (2 year Institutions) 75%³ or more
(4 year Institutions) 85%³ or more

- IV. Percent of full-time first-time freshman graduating within 150% of time or less (2yr and 4yr).**
Benchmark: 50%³ or more (2yr/4yr)

Objective B: Timely Degree Completion – Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).

Performance Measures:

- I. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting.**

Benchmark: 50% or more

- II. **Percent of new degree-seeking freshmen completing a gateway math course within two years.**

Benchmark: 60% or more

- III. **Median number of credits earned at completion of Associate's or Baccalaureate degree program.**

Benchmark: Transfer Students: 69/138² or less

Benchmark: non-transfer students: 69/138² or less

Objective C: Access - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

Performance Measures:

- I. **Annual number of state-funded scholarships awarded and total dollar amount.**

Benchmark: 3,000⁶ or more, \$16M⁷ or more

- II. **Proportion of postsecondary graduates with student loan debt.**

Benchmark: 50% or less⁸

- III. **Percent of students who complete the Free Application for Federal Student Aid (FAFSA).**

Benchmark: 60% or more

- IV. **Percent cost of attendance (to the student)**

Benchmark: 96%⁴ or less of average cost of peer institutions

- V. **Average net cost to attend public institution.**

Benchmark: 4-year institutions - 90% or less of peers⁴ (using IPEDS calculation)

- VI. **Expense per student FTE**

Benchmark: \$20,000⁴ or less

- VII. **Number of degrees produced**

Benchmark: 15,000³ or more

GOAL 4: WORKFORCE READINESS (opportunity) – Ensure the educational system provides an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

Performance Measures:

- I. **Percentage of students participating in internships.**
Benchmark: 10%⁴ or more
- II. **Percentage of undergraduate students participating in undergraduate research.**
Benchmark: Varies by institution⁴
- III. **Percent of non - STEM to STEM baccalaureate degrees conferred in STEM fields** (CCA/IPEDS Definition of STEM fields).
Benchmark:
- IV. **Increase in postsecondary programs tied to workforce needs per year.**
Benchmark: 10⁹ or more

Objective B: Medical Education – Deliver relevant education that meets the health care needs of Idaho and the region.

Performance Measures:

- I. **Number of University of Utah Medical School or WWAMI graduates who are residents in one of Idaho's graduate medical education programs.**
Benchmark: 8¹⁰ graduates at any one time
- II. **Idaho graduates who participated in one of the state sponsored medical programs who returned to Idaho.**
Benchmark: 60%¹¹ or more
- III. **Percentage of Family Medicine Residency graduates practicing in Idaho.**
Benchmark: 60%¹¹ or more
- IV. **Percentage of Psychiatry Residency Program graduates practicing in Idaho.**
Benchmark: 50%¹¹ or more
- V. **Medical related postsecondary programs (other than nursing).**
Benchmark: 100⁹ or more

KEY EXTERNAL FACTORS

Idaho public universities are regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). To that end, there are 24 eligibility requirements and five standards, containing 114 subsets for which the institutions must maintain compliance. The five standards for accreditation are statements that articulate the quality and effectiveness expected of accredited institutions, and collectively provide a framework for continuous improvement within the postsecondary institutions. The five standards also serve as indicators by which institutions are evaluated by national

peers. The standards are designed to guide institutions in a process of self-reflection that blends analysis and synthesis in a holistic examination of:

- The institution's mission and core themes;
- The translation of the mission's core themes into assessable objectives supported by programs and services;
- The appraisal of the institution's potential to fulfill the Mission;
- The planning and implementation involved in achieving and assessing the desired outcomes of programs and services; and
- An evaluation of the results of the institution's efforts to fulfill the Mission and assess its ability to monitor its environment, adapt, and sustain itself as a viable institution.

EVALUATION PROCESS

The Board convenes representatives from the institutions, agencies, and other interested education stakeholders to review and recommend amendments to the Board's Planning, Policy and Governmental Affairs Committee regarding the development of the K-20 Education Strategic Plan. Recommendations are then presented to the Board for consideration in December. Additionally, the Board reviews and considers amendments to the strategic plan annually, changes may be brought forward from the Planning, Policy, and Governmental Affairs Committee, Board staff, or other ad hoc input received during the year. This review and re-approval takes into consideration performance measure progress reported to the Board in October.

Performance towards meeting the set benchmarks is reviewed and discussed annually with the State Board of Education in October. The Board may choose at that time to direct staff to change or adjust performance measures or benchmarks contained in the K-20 Education Strategic Plan. Feedback received from the institutions and agencies as well as other education stakeholders is considered at this time.

¹ Benchmark is set based on the increase needed to meet the state educational attainment goal (60%).

² Benchmark is set based on analysis of available and projected resources (staff, facilities, and funding).

³ Benchmark is set based on an analysis of historical trends combined with the desired level of achievement and available and projected resources (staff, facilities and funding). Desired level of achievement is based on projected change needed to move the needle on the states 60% educational attainment goal.

⁴ Benchmark is set based on an analysis of historical trends combined with the desired level of achievement and available and projected resources (staff, facilities and funding).

⁵ Benchmark is set based on the Georgetown Study of workforce needs in Idaho in 2020 and beyond.

⁶ Benchmarks are set based on an analysis of historical trends combined with desired level of achievement.

⁷ Benchmarks are set based on performance of their WICHE peer institutions and are set to bring them either in alignment with their peer or closer to the performance level of their peer institutions.

⁸ Benchmarks are set based on analysis of available and projected resources (staff, facilities, and funding) and established best practices and what can realistically be accomplished while still qualifying as a stretch goal and not status quo.

⁹ New measure.

¹⁰ Benchmark is set based on projected and currently available state resources.

¹¹ Benchmark is set based on an analysis of historical trends combined with the desired level of achievement and available and projected resources (staff, facilities and funding). Desired level of achievement is set at a rate greater than similar programs in other states.

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Benchmark
Goal 1: EDUCATIONAL SYSTEM ALIGNMENT - Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.							
Objective A: Data Access and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.							
Development of a single K-20 data dashboard and timeline for implementation							FY2021
Objective B: Alignment and Coordination -Ensure the articular and transfer of students throughout the education pipeline.							
Percent of graduates from Four-year institution who transferred from Idaho community college ¹	15%	15%	16%	17%	16%		25% or more
Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and/or language arts ¹	2014-15 graduates	2015-16 graduates	2016-17 graduates	2017-18 graduates	2018-19 graduates	2019-20 graduates	
Two-year institution							Less than 55%
Math	50.5%	49.4%	45.6%	41.5%	39.1%		
English	23.9%	25.1%	19.0%	15.0%	15.3%		
Four-year institution							Less than 20%
Math	35.6%	37.1%	35.8%	33.1%	29.9%		
English	14.7%	15.2%	18.3%	18.1%	14.5%		
Goal 2: EDUCATIONAL READINESS - Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities.							
Objective A: Rigorous Education - Deliver rigorous programs that challenge and prepare students to transition through each level of the educational system.							
Percentage of students scoring at grade level on the statewide reading assessment ¹⁰	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	
Kindergarten				44.9%	42.3%	43.4%	TBD
1st Grade				42.9%	48.9%	41.7%	TBD
2nd Grade				60.3%	62.9%	54.3%	TBD
3rd Grade				61.2%	64.0%	58.3%	TBD
	Spring 2016	Spring 2017	Spring 2018	Spring 2019	Spring 2020	Spring 2021	
Kindergarten				64.1%	NA ¹⁰		TBD
1st Grade				67.5%	NA ¹⁰		TBD
2nd Grade				75.9%	NA ¹⁰		TBD
3rd Grade				73.7%	NA ¹⁰		TBD

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	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Benchmark
Percentage of students meeting proficient or advanced on the Idaho Standards Achievement Test ¹⁰	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
Math							TBD
5th Grade		42.3%	43.8%	45.5%	NA ¹⁰		TBD
8th Grade		39.5%	42.1%	41.6%	NA ¹⁰		TBD
High School		33.2%	34.2%	34.7%	NA ¹⁰		TBD
ELA							TBD
5th Grade		54.2%	55.8%	57.3%	NA ¹⁰		TBD
8th Grade		52.9%	54.7%	54.4%	NA ¹⁰		TBD
High School		60.3%	60.6%	60.3%	NA ¹⁰		TBD
Science							TBD
5th Grade		66.5%	65.6%	64.8%	NA ¹⁰		TBD
High School		65.2%	67.3%	62.8%	NA ¹⁰		TBD
High School Cohort Graduation Rate	2014-15 graduates 78.9%	2015-16 graduates 79.7%	2016-17 graduates 79.7%	2017-18 graduates 80.6%	2018-19 graduates 80.7%	2019-20 graduates	At least 95%
Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks	2016 graduates	2017 graduates	2018 graduates	2019 graduates	2020 graduates	2021 graduates	
ACT	36%	33%	34%	35%	NA		At least 60%
English	77%	71%	72%	73%	NA		
Mathematics	54%	49%	49%	51%	NA		
Reading	59%	57%	57%	59%	NA		
Science	46%	44%	45%	47%	NA		
SAT		34%	33%	32%	32%		At least 60%
Evidence-Based Reading and Writing (ERW)	Test changed	63%	60%	58%	57%		
Mathematics		36%	35%	34%	34%		
Percent of high school graduates who participated in one or more advanced opportunities ²	2016 graduates	2017 graduates	2018 graduates	2019 graduates	2020 graduates	2021 graduates	
Any Advanced Opportunities	87%	89%	90%	90%	87%		At least 80%
Specific Advanced Opportunities							
Advanced Placement	39%	38%	39%	39%	40%		
International Baccalaureate	7%	3%	2%	1%	1%		
Dual Credit (Earned) ²	34%	42%	48%	52%	57%		
Technical Competency Credit	54%	62%	59%	56%	44%		
Industry Certification			2%	2%	3%		

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Benchmark
Percent of dual credit students who graduate high school with an Associate's Degree	1.4%	1.8%	1.6%	1.3%	NA		At least 3%
Percent of high school graduates who enroll in a postsecondary institution	2015 graduates	2016 graduates	2017 graduates	2018 graduates	2019 graduates	2020 graduates	
Within 12 months of high school graduation	53%	53%	53%	52%	NA		At least 60%
	2013 graduates	2014 graduates	2015 graduates	2016 graduates			
Within 36 months of high school graduation	NA	64%	64%	64%	NA		At least 80%
Objective B: School Readiness - Explore opportunities to enhance school readiness.							
	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	
Percentage of students scoring at grade level on the statewide reading assessment during the Fall administration in Kindergarten.	NA	NA	NA	44.9%	42.3%	43.4%	TBD
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
Number of students participating in early readiness opportunities facilitated by the state.	NA	NA	NA	NA	NA		TBD
Goal 3: EDUCATIONAL ATTAINMENT -Ensure Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.							
Objective A: Higher Level of Educational Attainment - Increase completion of certificates and degrees through Idaho's educational system.							
Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study ³	42.4%	42.4%	41.8%	42.2%	43.8%		At least 60%
Percentage of new full-time degree seeking students who return (or who graduate) for second year in an Idaho postsecondary institution ¹	Fall 2015 cohort	Fall 2016 cohort	Fall 2017 cohort	Fall 2018 cohort	Fall 2019 cohort	Fall 2020 cohort	
Two-year institution							
New student	52%	56%	55%	54%	58%		At least 75%
Transfer	58%	61%	65%	57%	63%		At least 75%
Four-year institution							
New student	74%	74%	75%	74%	75%		At least 85%
Transfer	72%	76%	76%	75%	76%		At least 85%

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	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Benchmark
Total number of certificates/degrees produced, by institution per year ¹	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
Certificates of at least one year	1,059	1,221	1,564	1,685	2,293		TBD
College of Eastern Idaho	102	109	110	108	110		
College of Southern Idaho	192	151	154	146	129		
College of Western Idaho	229	240	402	508	1264		
North Idaho College	259	431	556	604	619		
Boise State University	0	0	0	0	0		
Idaho State University	200	194	200	215	171		
Lewis-Clark State College	22	18	12	15	26		
University of Idaho	0	0	0	0	0		
Associate degrees	3,637	3,541	3,580	3,461	3,583		TBD
College of Eastern Idaho	118	121	93	147	164		
College of Southern Idaho	919	816	800	839	947		
College of Western Idaho	996	979	984	886	949		
North Idaho College	749	687	690	681	657		
Boise State University	145	116	119	133	111		
Idaho State University	362	405	472	428	420		
Lewis-Clark State College	351	414	425	347	365		
University of Idaho	0	0	0	0	0		
Baccalaureate degrees	6,808	6,865	6,924	7,033	7,101		TBD
Boise State University	3,174	3,317	3,373	3,472	3,680		
Idaho State University	1,228	1,168	1,166	1,233	1,155		
Lewis-Clark State College	541	528	587	626	505		
University of Idaho	1,865	1,852	1,798	1,702	1,761		
Percent of full-time, first-time freshman graduating within 150% of time or less ¹							
Two-year institution	2013-14 cohort 20%	2014-15 cohort 22%	2015-16 cohort 25%	2016-17 cohort 26%	2017-18 cohort 28%	2018-19 cohort	At least 50%
Four-year institution	2010-11 cohort 41%	2011-12 cohort 42%	2012-13 cohort 46%	2013-14 cohort 47%	2014-15 cohort 49%	2015-16 cohort	At least 50%
Objective B: Timely Degree Completion - Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).							
Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting ¹	21%	21%	22%	23%	23%		50% or more
Two-year institution	7%	7%	7%	8%	7%		
Four-year institution	26%	27%	28%	30%	31%		

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	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Benchmark
Percent of new degree-seeking freshmen completing a gateway math course within two years ¹	2013-14 cohort 40%	2014-15 cohort 44%	2015-16 cohort 47%	2016-17 cohort 48%	2017-18 cohort 47%	2018-19 cohort	60% or more
Median number of credits earned at completion of Associate's or Baccalaureate degree program ¹							
Transfer students							
Associate - Two Year Institution	83	81	80	78	79		69
Associate - Four Year Institution	129	131	127	116	118		
Baccalaureate	145	145	145	146	143		138
Non-transfer students							
Associate - Two Year Institution	74	73	71	69	69		69
Associate - Four Year Institution	112	106	106	106	101		
Baccalaureate	137	137	136	136	133		138
Objective C: Access - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic locations.							
Annual number of state-funded scholarships awarded and total dollar amount							
Total Scholarships Awarded	1,774	3,487	3,795	4,403	4,988		At least 3,000
Armed Forces and Public Safety Officer Scholarship	10	10	11	13	12		
Opportunity Scholarship	1,764	3,461	3,739	4,254	4,767		
Opportunity Scholarship for Adult Learners	0	0	0	57	126		
Postsecondary Credit Scholarship	0	16	45	79	83		
Total Dollar Amount of Scholarships Awarded	\$5,300,248	\$10,074,212	\$11,822,718	\$14,641,323	\$16,263,535		At least \$16 M
Armed Forces and Public Safety Officer Scholarship	\$176,000	\$152,038	\$174,497	\$185,627	\$158,777		
Opportunity Scholarship	\$5,124,248	\$9,901,424	\$11,585,371	\$14,237,582	\$15,628,220		
Opportunity Scholarship for Adult Learners	\$0	\$0	\$0	\$104,564	\$357,088		
Postsecondary Credit Scholarship	\$0	\$20,750	\$62,850	\$113,550	\$119,450		
	2015-16 graduates	2016-17 graduates	2017-18 graduates	2018-19 graduates	2019-20 graduates	2020-21 graduates	
Proportion of postsecondary graduates with student loan debt	50%	45%	45%	44%	42%		
Two-year institution	48%	41%	42%	40%	38%		
Four-year institution	50%	46%	46%	46%	43%		Less than 50%
Percent of students who complete the Free Application for Federal Student Aid (FAFSA)	NA	NA	2017-18 seniors 47%	2018-19 seniors 44%	2019-20 seniors 43%	2020-21 graduates	60% or more

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Benchmark
Percent change in price of attendance (to the student) ³	FY2015	FY2016	FY2017	FY2018	FY2019		
Two-year institution							
Students living off campus	5%	-3%	13%	-10%	NA		Less than 4%
Four-year institution							
Students living on campus	3%	-2%	-2%	4%	NA		Less than 4%
Students living off campus	7%	0%	-3%	-8%	NA		Less than 4%
Average net price to attend public institution. ³	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	
Four-year institution	101%	93%	94%	90%	NA		90% of peers
Expense per student FTE ³	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	
	\$22,140	\$23,758	\$24,512	\$25,111	NA		Less than \$20,000
Two-year institution	\$13,883	\$15,168	\$15,432	\$15,196	NA		
Four-year institution	\$25,118	\$26,691	\$27,701	\$28,766	NA		
Number of degrees produced (Undergraduate) ¹	10,448	12,487	12,772	12,699	13,106		At least 15,000
Goal 4: WORKFORCE READINESS - Ensure the educational system provides an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.							
Objective A: Workforce Alignment - Prepare students to efficiently and effectively enter and succeed in the workforce.							
Percentage of students participating in internships	5%	5%	8%	6%	6%		10% or more
Percentage of undergraduate students participating in undergraduate research. ¹							
BSU	35%	37%	37%	43%	43%		Greater than 40%
ISU	43%	42%	41%	38%	36%		Greater than 50%
UI	64%	65%	61%	58%	60%		Greater than 60%
LCSC	10%	14%	16%	20%	12%		
Ratio of non-STEM to STEM baccalaureate degrees conferred in STEM fields ¹	1:0.24	1:0.25	1:0.25	1:0.24	1:0.26		1:0.25 or more
Increase in postsecondary programs tied to workforce needs	23	20	20	22	45		10
Objective B: Medical Education - Deliver relevant education that meets the health care needs of Idaho and the region.							
Number of University of Utah Medical School or WWAMI graduates who are residents in one of Idaho's graduate medical education programs.	NA	4	8	11	11		8

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	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Benchmark
Idaho graduates who participated in one of the state sponsored medical programs who returned to Idaho	NA	WWAMI - 50%	WWAMI-51%	WWAMI-51%	WWAMI-51%		At least 60%
Percentage of Family Medicine Residency graduates practicing in Idaho							
Boise	47%	56%	53%	73%	63%		At least 60%
ISU	43%	71%	29%	43%	43%		At least 60%
CDA	NA	50%	83%	72%	67%		At least 60%
Percentage of Psychiatry Residency Program graduates practicing in Idaho.	NA	NA	NA	NA	NA		At least 50%
Medical related postsecondary programs (other than nursing)	79	84	91	102	111		100
Notes: ¹ FY20 performance measures for the postsecondary institutions are preliminary. ² SDE report card data except Dual Credit has been modified to only include students with earned course credits ³ This metric is contingent on the IPEDS data release. ⁴ The Public Use Microdata Sample of the American Community Survey is published In November ea year. ¹⁰ Spring IRI tests results not tabulated, ISAT not administered due to COVID closures							

LITERACY INTERVENTION – UPDATE AND MILESTONES

Governor’s Task Force for Improving Education (2012/2013)

After eight months of study and deliberation, the Task Force for Improving Education (2012/2013) finalized 20 recommendations. The Board adopted the recommendations understanding that many of them would require further work to develop implementation plans, and shepherd them through to full implementation. To that end the Board established three subcommittees of the Task Force to facilitate this work. These subcommittees included the Career Ladder subcommittee, Structure and Governance subcommittee, and Literacy subcommittee. The Literacy subcommittee completed their work and brought forward recommendations in December of 2014 for Board consideration.

- **Literacy Proficiency (Literacy Subcommittee) Recommendation (2013)**

Recommend students demonstrate mastery of literacy before moving on to significant content learning. Reading proficiency is a major benchmark in a student’s education. Students must learn to read before they can read to learn content in other subject areas.

Task Force Recommendation Implementation (2014)

We recommend students demonstrate mastery of literacy before moving on to significant content learning. Reading proficiency is a major benchmark in a student’s education. Students must learn to read before they can read to learn content in other subject areas. Recommendations can be summarized as follows:

- Recommendations on changes to Idaho Code to expand state-supported literacy interventions for struggling early readers.
- Recommendations on identifying and implementing a new early literacy assessment package.
- Recommendations on changes to Idaho Code to refine the language related to the Idaho Reading Indicator (IRI).
- Recommendations on literacy training through teacher preparation and professional development.
- Update Idaho Comprehensive Literacy Plan to replace the one approved by the State Board of Education in 1998.

Estimated Fiscal Impact: (Contingent on adoption of Literacy Implementation Recommendations – 2015):

FY17:

- Full day Kindergarten or substantial intervention for students who score below basic on IRI (4,251 students X \$2,310) \$9,819,232.50
- 20 hours of intervention for students in grades 1-3 who score basic on IRI (15,487 x \$53.27) \$824,902.90
- Intervention for students who score basic or below basic on the IRI-Alt (691 x \$106.53) \$73,579.31

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- Books for school libraries, 2 books per student per year, grades K-5, 135,974 students x \$23.46 (funding would be broken out over three years. \$189,950

FY18:

- Full day Kindergarten or substantial intervention for students who score below basic on IRI \$6,323,336.25
- Job-embedded literacy professional development \$1.3M
- Books for school libraries \$1M
- Undetermined amount for new Idaho Reading Indicator Assessment.

Task Force Recommendation Implementation (2015)

In 2015 the Board formed two additional subcommittee's to continue the work of developing recommendations for implementation of the task force recommendations. The Literacy Implementation Subcommittee completed their initial work and brought forward their recommendations for Board consideration at the August 2015 Board meeting. The Board approved an initial legislative idea at the June 2015 Board meeting pending formal adoption of the final recommendations.

The Board formally adopted the recommendations at the August 13, 2015 Board meeting.

- State Guidance
 - The Comprehensive Literacy Plan be reviewed and revised every five (5) years, beginning with a revision in 2015. The Literacy Committee is currently in the process of editing the plan and intends to present a new Comprehensive Literacy Plan to the Board of Education at the December 2015 Board meeting.
 - The state provide guidance to ensure that teachers are well-trained to provide high-quality literacy instruction. Specifically, we recommend that the Idaho Comprehensive Literacy Course requirements be reviewed and revised every five (5) years. Additionally, we recommend the state support job-embedded literacy professional development for currently practicing teachers.
- Reading Interventions
 - The state expand reading interventions for students who, based on their Idaho Reading Indicator (IRI) scores, are struggling to develop literacy skills.
 - A substantial increase in funding for kindergarten interventions, including full-day kindergarten for those who score in the lowest performance category and substantial funding for districts to support full-day kindergarten or other significant interventions for students who score in the middle performance category (currently referred to as 2), but have not yet reached proficiency.
 - Interventions be expanded to students in first through third grade who score in the middle performance category, but who have not yet reached proficiency.
- Assessment
 - Statutory language related to the Idaho Reading Indicator be revised to clarify purpose of the assessment and eliminate unnecessary and confusing details.

- The State Board of Education consider adopting a new early literacy assessment package to replace the assessment currently used for the Idaho Reading Indicator.
- Libraries
 - The state support renewal and expansion of school libraries by providing funding for districts to purchase books for their elementary schools.

Comprehensive Literacy Plan Update (2015)

Approved by the Board at the December 2015 Board meeting.

Task Force Recommendation Implementation (2016)

In 2016, the Legislature enacted the Board's proposed literacy intervention legislation. As a result, school districts and public charter schools started receiving state funding targeted specifically for locally developed literacy intervention plans targeting students in grades K – 3 who were reading below grade level as identified by the Idaho Reading Indicator (IRI).

- For FY 2017, the state appropriated \$9.1 million plus an additional \$2.1 million from the existing base for public schools to implement their K – 3 literacy intervention plans.
- The State Department of Education issued an intent to award a contract based on RFP for to update the IRI.

Implementation of New Statewide Reading Assessment (2017-2020)

K-20 Education Strategic Plan Update (2019)

In February the Board approved an updated K-20 Education Strategic Plan Goal focusing on education readiness with a focus on literacy proficiency as a key performance measure.

Governor's Task Force - Our Kids, Idaho Future Literacy Recommendations (2019)

In 2019, Governor Brad Little convened Our Kids, Idaho's Future. The task force was made up of a wide range of stakeholders from both industry and the public K-12 education system. The group was asked to build on the 2013 recommendations of the K-12 Task Force for Improving Education, to review and recalibrate those recommendations with an overall goal of developing a shared vision for where Idaho's K-12 system should be in five years. The task force was co-chaired by Board President Debbie Critchfield and Bill Gilbert, and was made up of 27 members in total. The task force was asked to be evolutionary, not revolutionary, and to focus on student achievement in literacy and college and career readiness and to bring back recommendations on strategies for accomplishing two to three key student achievement goals and increasing accountability over the next five years. The Board adopted the final recommendations from the Task Force at the February 2020 Regular Board Meeting. Five recommendations were put forward for consideration, the recommendations specifically targeting literacy included:

- Statewide Accountability: Focusing Our Efforts on K-3 Literacy
- Greater All-Day K Opportunities to Support K-3 Literacy and Future Student Achievement
- (Indirectly) Strategic amendments to K-12 funding that recognize state level priorities while providing more flexibility

Recent State Funding Supporting Literacy Proficiency

The Governor and Legislature have shown support in this area through the appropriation of funding targeting literacy intervention:

- FY 2019: \$1,740,300 appropriation for K-3 literacy proficiency in addition to the existing \$11,250,000 in the public schools' budget used for literacy intervention.
- FY 2020: Fully funded the Governor's request for \$13,156,500 new monies for K-3 literacy intervention. Of this, \$3,156,500 was a one-time funding transfer from the Opportunity Scholarship Program Account.
- FY 2021: \$3,156,500 of ongoing funding for K-3 literacy intervention at the school lever, bringing the total ongoing general funds for literacy intervention to \$26,146,800.

Board Legislation

Board approved legislative language consolidating Idaho Code addressing literacy proficiency provisions, updating language, and providing statement of purpose and importance of literacy proficiency by the end of grade 3.

Comprehensive Literacy Plan Update (2020)

Considered for approval by the Board at the December 2020 Board meeting.

Fall IRI Test Results			
Grade and Test Subject	2018-2019	2019-2020	2020-2021
All Grades			
Composite	52.5	54.7	49.6
Listening Comprehension	70.2	68	70.5
Comprehension	56.7	57.8	52.7
Vocabulary	55.1	62.3	59.9
Text Fluency	56.1	58	51.4
Alphabetic Decoding	45.9	47.7	40.6
Letter Knowledge	29	32.4	29.7
Phonemic Awareness	66.2	66.2	63.5
Spelling	50.2	49.4	41.1
KG			
Composite	44.9	42.3	43.4
Listening Comprehension	70.2	>68	>70
Vocabulary	44.4	42	44
Letter Knowledge	25.4	23.7	25.2
Phonemic Awareness	58.6	55.7	56.1
Grade 1			
Composite	42.9	48.9	41.7
Comprehension	46.3	46.7	42.5
Vocabulary	51.4	64.7	59.7
Alphabetic Decoding	45.9	<48	<41
Letter Knowledge	32.4	40.9	34
Phonemic Awareness	73.4	76.4	70.6
Spelling	46.2	45.1	38.2
Grade 2			
Composite	60.3	62.9	54.3
Comprehension	59.2	60.3	53.5
Vocabulary	59.9	69.2	65.2
Text Fluency	56	54.7	47.1
Spelling	49.8	48.3	36.9
Grade 3			
Composite	61.2	64	58.3
Comprehension	64.2	66.2	62
Vocabulary	63.8	72.3	69.8
Text Fluency	56.1	61.2	55.8
Spelling	54.5	54.8	48.1

Statutory Requirements

ELEMENTS OF STRATEGIC PLANS

Per Idaho Code 67-1903(1), each agency's strategic plan should, at a minimum, contain the following:

1. A comprehensive outcome-based vision or mission statement covering the major divisions and core functions of the agency;
2. Goals for the major divisions and core functions of the agency;
3. Objectives and/or tasks that indicate how the goals are to be achieved;
4. Performance measures, developed in accordance with section 67-1904, Idaho Code, that assess the progress of the agency in meeting its goals in the strategic plan, along with an indication of how the performance measures are related to the goals in the strategic plan;
5. Benchmarks or performance targets for each performance measure for, at a minimum, the next fiscal year, along with an explanation of the manner in which the benchmark or target level was established; and
6. An identification of those key factors external to the agency and beyond its control that could significantly affect the achievement of the strategic plan goals and objectives.

OTHER STRATEGIC PLAN REQUIREMENTS

The strategic plan should also meet the following additional requirements outlined in Idaho Code 67-1903(2)-(6):

- Covers a period of not less than four years forward including the fiscal year it is submitted and is updated annually.
- Serves as a foundation for developing performance report information.
- Provides the opportunity to consult with appropriate members of the Legislature and other stakeholders.
- Minimize the number of printed copies by using electronic versions where possible.

Cybersecurity Plans

As required by [Executive Order 2017-02](#), the strategic plan should also include an update on the agency's adoption of the National Institute of Standards and Technology (NIST) Cybersecurity Framework and implementation of Center for Internet Security (CIS) Controls. Agencies were ordered to implement the first five CIS Controls by June 30, 2018. An update on these efforts may be incorporated into the framework of the agency's strategic plan if the efforts fit within an agency goal, or may be included as an addendum.

Red Tape Reduction Act

As instructed in the Red Tape Reduction Act ([Executive Order 2019-02](#)), each state agency is required to designate a Rules Review Officer (RRO) “to undertake a critical and comprehensive review of the agency’s administrative rules to identify costly, ineffective, or outdated regulations.”

Each agency shall incorporate into its strategic plan a summary of how it will accomplish this effort, including any associated goals, objectives, tasks, or performance targets. This information may be included as an addendum.

Progress must also be reported annually through the agency’s performance report under the profile of cases managed (see Part I-4 below). The following items must be reported:

- Number of Chapters of Administrative Code
- Number of Words in Administrative Code (Excluding Table of Contents and Index)
- Number of Restrictions in Administrative Code (Use of “shall,” “must,” “may not,” “prohibited,” and “required.”)

**WORK SESSION
DECEMBER 17, 2020**

ATTACHMENT 5

Master Planning Calendar (Updated August 2019)

Month	Strategic Planning	Performance Reporting	Budgeting	Administrative Rules/Legislation	Communications
Jan	Agencies and Institutions start updating their strategic plan based on SBOE guidance and strategic plan.	The SBOE reviews NWCCU accreditation results as available.	Board presents budget to the legislature	Rules and legislation are presented to the legislature	SBOE presentations to JFAC OSBE distributes annual Fact Book to legislators OSBE Financial Aid/FAFSA Awareness
Feb	Board approves K-20 Education Strategic Plan Agencies and institutions submit their strategic plans to the PPGA Committee for review and discussion prior to April Board meeting submittal.		Line item categories are developed and reviewed by the Presidents' Council and the BAHF Committee		OSBE presentation to germane committees
Mar	Agencies and Institutions finalize their strategic plan updates for submission to the SBOE prior to April agenda cutoff.	Institutions and agencies revise performance measures and benchmarks to align with strategic plan. Early-April agencies and institutions submit <u>proposed</u> performance measures/benchmarks (including continued use of current measures, if appropriate) for review/approval by OSBE. (Note: These measures are for the fiscal year beginning July 1 of the previous year)			
Apr	SBOE reviews and approves updated institution and agency strategic plans OSBE/SBOE receives final DFM strategic plan guidance	SBOE/OSBE receives final DFM performance reporting guidance (for agencies and institutions). SBOE reviews and approves agency and institution <u>proposed</u> performance measures and benchmarks through strategic plan approval.	SBOE is briefed on next FY legislative appropriations as it impacts education agencies and institutions. SBOE approves line item categories for the institutions.	SBOE is briefed on new legislation as it impacts education agencies and institutions. OSBE meets with institution government affairs directors regarding impact of legislation and off-session legislative strategy	
May	SBOE Conducts SBOE Governed institutions Presidents evaluations SBOE reviews self-assessment and makes recommendations for improvements. Executive Director Conducts Agency Heads evaluations.			Agencies and institutions submit legislative ideas for PPGA Committee review and recommendation to Executive Director.	

**WORK SESSION
DECEMBER 17, 2020**

ATTACHMENT 5

Month	Strategic Planning	Performance Reporting	Budgeting	Administrative Rules/Legislation	Communications
Jun			<p>OSBE provides MCO budget guidelines and templates to the agencies and institutions for submission (prior to August Board agenda deadline).</p> <p>BAHR provides guidance on submitted line items to institutions and agencies prior to submittal of line items for SBOE action in August.</p>	<p>PPGA reviews and provides guidance to Executive Director on <u>proposed</u> agency and institution legislative ideas.</p> <p>OSBE/Executive Director submits legislative ideas to DFM prior to the required July 12 deadline.</p>	SBOE staff meets with legislators in Eastern Idaho (Idaho Falls)
Jul	OSBE submits SBOE approved agency and institution strategic plans (revised if required by the Board) to DFM by the July 1 deadline.		Agencies and institutions submit estimated MCO budget to OSBE prior to August Board agenda deadline.	<p>New legislation from prior session takes effect July 1.</p> <p>Department of Administration publishes proposed rules and 21 day review period is commenced.</p> <p>Governor's Office and DFM review legislative ideas.</p> <p>OSBE begins development of approved legislative ideas into draft legislation (as appropriate) for consideration at August Board meeting. Legislative language submitted by August agenda cutoff.</p>	
Aug		<p>Agencies and institutions submit agency and institution performance reports to OSBE in early-August. Performance Measure reports include Board required system wide performance measures and performance measures approved from the strategic plans.</p> <p>OSBE submits agency and institution performance reports to DFM by the required August 30 deadline.</p>	<p>-SBOE reviews and approves <u>final</u> budget request for next FY.</p> <p>-Draft budget request input to DFM automated system (by agencies and institutions) with a copy of supporting materials sent to OSBE.</p> <p>-OSBE reviews agency and institution budget submissions to ensure compliance with SBOE guidance.</p> <p>In late-August all budget documents returned to OSBE for final submission to DFM and LSO. DFM Deadline for submittal August 30</p>	<p>Board approves any proposed administrative rules. August 30 last day to submit proposed legislative ideas for next session to DFM/Admin Rules</p> <p>Proposed legislation is approved by SBOE.</p> <p>Proposed (final draft) legislation is due to DFM August 16.</p>	<p>SBOE staff meets with legislators in Southern Idaho (Twin Falls) and Eastern Idaho (Pocatello)</p> <p>OSBE begins planning for annual Fact Book</p>

**WORK SESSION
DECEMBER 17, 2020**

ATTACHMENT 5

Month	Strategic Planning	Performance Reporting	Budgeting	Administrative Rules/Legislation	Communications
Sep	SBOE conducts self-assessment.		Final budget requests forwarded to DFM and LSO by September 1st deadline.	Department of Administration publishes proposed rules and 21 day review period is commenced.	OSBE planning for College Application Week
Oct		SBOE reviews performance data from institutions and agencies for the previous year. Review forms the basis for revising strategic plan.	Authorized budget request revisions due to DFM October 30	DFM forwards legislation to LSO by mid-October . Board approves Pending Rules, modifications are made based on public comment.	SBOE staff meets with legislators in North Idaho (Lewiston/Moscow)
Nov	Staff develops and finalizes the annual update to the strategic plan.	OSBE updates performance measures to align with the Board's strategic plan.		-Proposed legislation in <u>bill format</u> returned by LSO to OSBE for review and final changes. -Pending rules not approved in October are approved. (Special Board Meeting). Pending rules are submitted to the legislature for consideration. Temporary rules take effect when approved by the Board. Pending rules take effect at the end of the legislative session. November 29 final date for submitting pending rules to DFM/Admin rules for consideration during next session.	OSBE annual College Application Week
Dec				Early-December is the final date for changes to bills (legislative proposals). Bills with substantive changes are resubmitted to SBOE for final approval at special Board meeting if needed..	SBOE staff meets with legislators in North Idaho (Coeur d'Alene) OSBE finalizes annual Fact Book OSBE coordinates with institutions on JFAC presentations

Annual Performance Report Presentations

Month/Year	Institution/Location	Agency
February 2020	BSU	ISDB /IPCSC/
April 2020	UI	HERC/IDLA
August 2020	ISU	ICTE/ IDPTV
October 2020	LCSC	IDVR/EPSCoR

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
DECEMBER 17, 2020**

TAB	DESCRIPTION	ACTION
1	IDAHO COLLEGE OF OSTEOPATHIC MEDICINE – PROGRESS REPORT	Information Item
2	BOARD POLICY III.F. – PROGRAM PRIORITIZATION – FIRST READING	Action Item
3	BOARD POLICY III.N. – GENERAL EDUCATION – SECOND READING	Action Item
4	BOARD POLICY III.S – REMEDIAL EDUCATION – SECOND READING	Action Item
5	LCSC – PROPOSAL FOR GRADUATE CERTIFICATE IN NURSING MANAGEMENT AND LEADERSHIP	Action Item
6	BSU – PROPOSAL FOR NEW ADMINISTRATIVE UNIT – INSTITUTE FOR PERVASIVE CYBERSECURITY	Action Item

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
DECEMBER 17, 2020**

SUBJECT

Idaho College of Osteopathic Medicine Progress Report

REFERENCE

February 2016	Board approved Idaho State University (ISU) to execute a collaborative affiliation agreement with the Idaho College of Osteopathic Medicine, LLC (ICOM).
August 2016	Board approved execution of a Ground Lease for ICOM to build its medical education building on the ISU Meridian campus.
February 2017	Board approved amendment of ISU's six-year plan and authorized the university to begin engineering and cost-estimating for expansion of the Anatomy and Physiology (A/P) Lab Building Addition on the ISU Meridian campus.
August 2017	Board approved License Agreement between ISU and ICOM for the use of A/P Lab space.
April 2017	Board authorized ISU to enter into an Institution Review Board MOU with ICOM and to proceed with negotiations on an IRB Authorization Agreement.
October 2017	Board approved amendment to the License Agreement for Space between ISU and ICOM for use of the ISU A/P Lab space.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections I.J. and V.I.5.

BACKGROUND / DISCUSSION

In a February 25, 2016 special meeting, at the direction of then Governor Otter, the Board authorized ISU to execute a Collaborative Affiliation Agreement between ISU and ICOM, for the creation of a college of osteopathic medicine on the ISU-Meridian campus. The term of the Agreement is for an initial period of forty (40) years, with the opportunity to extend the lease for two (2) additional (10) year periods. The affiliation agreement memorialized the public-private partnership between ISU and ICOM, a private, for-profit college of osteopathic medicine.

The Agreement provides that two positions on the ICOM Board of Trustees will be designated for individuals who are employees or otherwise affiliated with the ISU. President Satterlee and Dr. Rex Force are ISU's current designees on the ICOM Board of Trustees. In August 2016, the Board authorized ISU to enter into a Ground Lease Agreement with ICOM for 2.8 acres on ISU's Meridian campus as the site for the construction of a building to house the osteopathic school. The term of the lease is for an initial period of forty (40) years, with the opportunity to extend the lease for two (2) additional (10) year periods.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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ICOM “agreed to create a significant fund to stimulate and assist sponsoring institutions to evaluate and pursue the creation of new graduate medical education residencies in Idaho, Montana, North Dakota, South Dakota and Wyoming.” (Governor Otter New Release, February 25, 2016)

ICOM received a \$3.85M tax reimbursement incentive from the state. In October 2016, ICOM announced proceeds from this business tax break will be split between “annual scholarships and contributions to a scholarship endowment established by ICOM and the Idaho State University Foundation...Scholarships and endowment contributions will begin once ICOM achieves accreditation...Students who complete their undergraduate degrees at Idaho State University will be given preference for the scholarships.” (<https://www.idahostatesman.com/news/business/article107776557.html>)

“ICOM received pre-accreditation status with the ability to recruit in December 2017 from the American Osteopathic Association Commission on Osteopathic College Accreditation (COCA). Pre-accreditation status is reviewed annually to assess the academic progress of the first, second and third year classes through graduation. Full accreditation is typically granted prior to when a new school graduates its first class.” (<https://www.idahocom.org/about/faq/>)

ICOM’s inaugural class of 162 students (42 from Idaho) began in August 2018. Students complete their first two years of didactic training at ICOM, followed by their final two years of clinical rotations through regional sites – primarily in ID, MT, ND, SD and WY.

IMPACT

This progress report serves to inform the Board of the growth and advancement of ICOM in the Treasure Valley.

ATTACHMENTS

Attachment 1 – ICOM Progress Report

STAFF COMMENTS AND RECOMMENDATIONS

Dr. Tracy Farnsworth, President and CEO, and Dr. Thomas Mohr, Dean and Chief Academic Officer, will provide an overview of ICOM’s major milestones to date, including the status of ICOM’s affiliation agreement with ISU; profiles of student applicants and matriculants comprising the Classes of 2022, 2023, 2024, and 2025; a summary of overall student academic performance to date; an overview of clinical clerkship affiliations; and ICOM’s plans to help grow graduate medical education in Idaho and beyond.

BOARD ACTION

This item is for informational purposes.



Dr. Tracy J. Farnsworth
President & CEO

Dr. Thomas J. Mohr
Dean & CAO


Progress & Status To Date

Why ICOM?

ICOM WAS ANNOUNCED ON FEBRUARY 25, 2016 BY GOVERNOR C.L. "BUTCH" OTTER AND IDAHO STATE UNIVERSITY PRESIDENT ART VAILAS IN RESPONSE TO THE ACUTE AND GROWING SHORTAGE OF PHYSICIANS IN IDAHO AND THE MOUNTAIN WEST.

ICOM HAS AN INTENDED FOCUS ON PRIMARY CARE IN RURAL IDAHO AND BEYOND.

Timeline

- 
- ICOM ANNOUNCED**
February 2016
 - PRE-ACCREDITATION GRANTED BY COCA**
April 2017
 - GROUNDBREAKING**
May 2017
 - PROPRIETARY SCHOOL REGISTRATION GRANTED BY SBOE**
May 2017



CLASS OF 2022 MATRICULATES

August 2018



RIBBON CUTTING CEREMONY

September 2018



CLASS OF 2023 MATRICULATES

July 2019



CLASS OF 2024 MATRICULATES

July 2020



**CLASS OF 2022 BEGINS CLINICAL
ROTATIONS**

July 2020



CLASS OF 2025 MATRICULATES

July 2021



**FULL COCA ACCREDITATION
(PROJECTED)**

April 2022



**INAUGURAL COMMENCEMENT
CEREMONY**

May 2022

ICOM & Idaho State University

PUBLIC/PRIVATE PARTNERSHIP

ICOM located on ISU-Meridian Campus
ISU President Kevin Satterlee serves on ICOM Board
ISU Vice Provost Rex Force serves on ICOM Board
Treasure Valley Anatomy & Physiology Lab (TVAPL)
Interprofessional Education
Research Collaboratives
DO/MHA/MPH Degree Options

Student Profile

NUMBER FROM IDAHO

Across Cohorts
2022, 2023 & 2024
102 (22%) students
are from Idaho.

NUMBER FROM REGION

Across Cohorts
2022, 2023 & 2024,
142 (30%) students
are from ICOM's
five-state region.

RECRUITMENT OUTLOOK

- 4,374 Designations
for Class of 2025
- 2,870 Applications
for Class of 2025
- 600-900
Interviews

ARTICULATION AGREEMENTS

- Idaho State
- Boise State
- College of Idaho
- Lewis & Clark State
- Northwest
Nazarene

40+ States Represented and MCAT 65th Percentile

Academic Performance

Overall student performance remains strong and at expected levels for a new college of osteopathic medicine.

ICOM earned a 93% first-time pass rate on COMLEX Level 1.

As of September 1, ICOM maintained a 98% student retention rate.



Clinical Placements

93 students completing rotations in Idaho.

40 students completing rotations in Montana, North Dakota and South Dakota.

17 students completing rotations outside of ICOM's 5-state region - (12 NY; 5 MS).



Graduate Medical Education (GME)

- Develop ICOM GME strategic plan
- Create ICOM Office of GME/CME
- Launch the Mountain States Institute for Graduate Medical Education
- Seek and provide funding for partner GME institutions



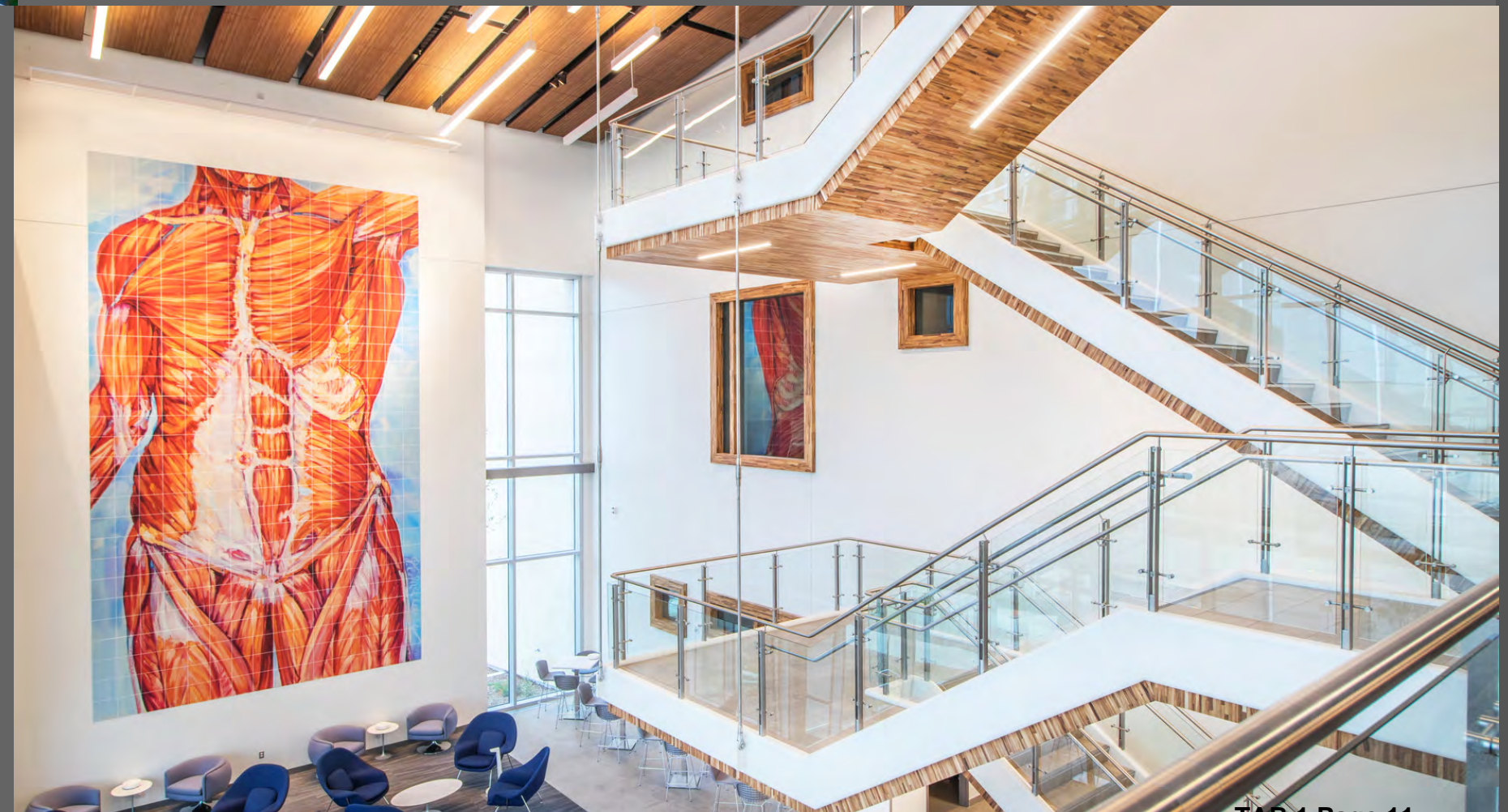


SUMMARY

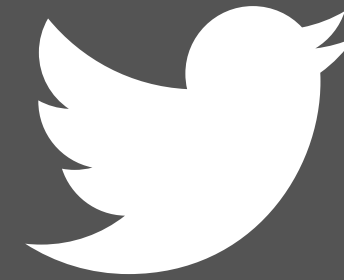
State-of-the-art College of Medicine
Talented Faculty & Staff
Academically Prepared Students

COME VISIT US!

We would like to invite you to visit our
campus in Meridian



OUR SOCIAL PAGES



TWITTER

@idahocom



FACEBOOK

@idahoDOcom



INSTAGRAM

@idahocom

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 17, 2020**

SUBJECT

Board Policy III.F, Program Prioritization – First Reading

REFERENCE

May 2013	The Board directed institutions to institute a prioritization of programs process consistent with Robert Dickeson's prioritization principles, ¹ and further directed the institutions to use a quintile prioritization approach and communicate to the Board the criteria and weighting to be used after consultation with their respective campuses.
June 2013	The Board approved the program prioritization proposals for Idaho State University (ISU), Boise State University (BSU) and University of Idaho (UI) as presented.
August 2013	The Board approved the program prioritization proposal for Lewis-Clark State College as presented.
October 2013	The Board was presented with an update on program prioritization.
August 2014	The Board was presented with the results of program prioritization and reminded institutions that program prioritization needed to be integrated into their budgeting and planning practices.
June 2015	The Board was presented with an update on the implementation of program prioritization.
August 2016	The Board was presented with an update on the implementation of program prioritization.
December 2018	The Board was presented with an update on the implementation of program prioritization.
August 2019	The Board approved the first reading of new Board Policy III.F., Program Prioritization.
October 2019	The Board approved the second reading of new Board Policy III.F., Program Prioritization.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B. Budget Policies.
Section 33-113, Idaho Code.

BACKGROUND/DISCUSSION

The Board's Bylaws require any actions that impact the ongoing future behavior at the institutions to be incorporated into Board policy. Board Policy V.B. Budget policies includes a reference to the process adopted by the Board (June 2013) and

¹ Prioritizing Academic Programs and Services: Reallocating Resources to Achieve Strategic Balance (Jossey-Bass, 2nd ed; 2010).

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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an annual reporting requirement. At the December 20, 2018 Board meeting, staff were directed to move program prioritization policies to Board Policy Section III Postsecondary Affairs. One such policy included provisions that would require institutions under the Board's governance to integrate program prioritization into their planning and budgeting processes. This policy establishes evaluation criteria for programs and services with specific tangible objectives that align with what was adopted by the Board in 2013.

The policy currently requires institutions to integrate program prioritization for academic and non-academic programs, and requires both academic and non-academic programs to be "grouped into quintiles based on relative cost efficiency and effectiveness."

IMPACT

The proposed revisions will change "academic and non-academic" to "instructional and non-instructional" and would clarify that "instructional" programs include both academic and career technical education programs. The proposed changes will also remove the requirement for institutions to group non-instructional programs into quintiles based on relative cost efficiency and effectiveness. Quintiling of instructional programs (including both academic and career technical education) would still be required. Rigorous evaluation of non-instructional programs will also still be required.

ATTACHMENTS

Attachment 1 – Board Policy III.F., Program Prioritization – First Reading

STAFF COMMENTS AND RECOMMENDATIONS

Institutions have reported that placing non-instructional programs into quintiles based on cost efficiency and effectiveness serves little purpose given the nature of most non-instructional programs. Examples of non-instructional programs include Title IX, facilities, human resources, legal counsel, registrar, financial aid, and so forth. These programs are not revenue generating but are critical to the mission of the institution. Some are even required by law. Hence, quintiling these non-instructional programs based on relative cost-effectiveness is not a meaningful exercise. Most institutions have also reported that placing such programs into quintiles serves only to demoralize the people involved. It is usually the case that programs in the lowest quintiles are core non-instructional functions that institutions could not legally or ethically discontinue. All institutions are committed to rigorously evaluating and improving their non-instructional programs, but seek relief from quintiling. Institutions do report finding value in evaluating and quintiling instructional programs, and will continue to do so in compliance with policy as part of their program prioritization efforts.

Board staff support the proposed policy amendments.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 17, 2020**

BOARD ACTION

I move to approve the first reading of Board Policy III.F, Program Prioritization as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: F. Program Prioritization

~~October 2019~~ February 2021

Program Prioritization

The University of Idaho, Boise State University, Idaho State University and Lewis-Clark State College shall integrate program prioritization into their respective strategic planning, programming (~~academic-instructional~~ and non~~academic-instructional~~) and budgeting processes. As part of the program prioritization process the institutions shall conduct an evaluation of programs and services with specific and tangible objectives, and with a focus on specific evaluation criteria.

1. All ~~academic-instructional~~ programs, which include academic and career technical programs, shall be evaluated with an emphasis on:
 - a. External demand
 - b. Quality of outcomes
 - c. Costs and other expenses.
2. Additional criteria may be considered by institutions to evaluate programs. This criteria can be weighted within the evaluation process as the institution determines appropriate. Criteria may include:
 - a. History, development and expectations of the program
 - b. External demand
 - c. Internal demand
 - d. Quality of inputs and processes
 - e. Quality of outcomes
 - f. Size, scope and productivity
 - g. Revenue and other resources generated
 - h. Costs and other expenses
 - i. Impact, justification and overall essentiality
 - j. Opportunity analysis
3. Criteria for evaluation of non-~~academic~~instructional programs may include:
 - a. Key objectives and how they are measured
 - b. Services provided and to which customers
 - c. Position-by-position analysis
 - d. Unmet needs and demands
 - e. Opportunities for collaboration and restructuring
 - f. Opportunities to share skill sets and resources
 - g. Opportunities for cross-training
 - h. Technological improvements that are cost effective
 - i. Process improvements to streamline operations

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
DECEMBER 17, 2020**

- j. Outsourcing exploration to improve service and cut costs

This criteria may be weighted as each institutions determines appropriate.

- 4. ~~Academic-Instructional~~ and non-~~academicinstructional~~ programs shall be evaluated as outlined in this policy. and instructional programs shall be grouped into quintiles ~~based on relative cost efficiency and effectiveness.~~

All instructional program reviews shall include an indicator of which quintile the program falls into. Annual program prioritization updates shall provide a description of the progress achieved toward implementing findings and recommendations. These are to be submitted annually to the ~~board-Board~~ by the institutions in a format and timeline established by the Executive Director.

- 5. Institutions shall conduct program prioritization at least once every five years. Final reports must include:
 - a. Programs that will be improved through advancements in efficiency, quality, productivity, and focus.
 - b. Opportunities for improvements to organizational structure and function
 - c. Programs considered for consolidation or discontinuation as based on cost of delivery and degree of relevance and impact.
 - d. Estimated institutional savings and efficiencies created through implementation of recommendations.
- 6. As part of program planning processes pursuant to Board Policy III.Z. and postsecondary program approval and discontinuance processes pursuant to Board Policy III.G., institutions must provide the ~~board-Board~~ with information on how planned and proposed program action addresses needs identified from program prioritization.
- 7. Program prioritization processes must involve a diverse range of stakeholder representation at each institution. Methodology will be reported to the Board and must be transparent to institution communities while meeting the outcomes defined in this section of Board Policy.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 17, 2020**

SUBJECT

Board Policy III.N., Statewide General Education – Second Reading

REFERENCE

June 1996	The Board adopted a common course listing for general education core.
December 2016	The Board approved the first reading of Board Policy III.N. clarifying oral communication competencies.
February 2017	The Board approved the second reading of Board Policy III.N.
August 2017	The Board approved the first reading of Board Policy III.N. amending the makeup of the committee and setting a timeline for competency review.
October 2017	The Board approved the second reading of Board Policy III.N.
August 2018	The Board approved the first reading of proposed amendments to Board Policy III.N. establishing a common course indexing system within the General Education Matriculation (GEM) framework to assist with transfer.
October 2018	The Board approved the second reading of proposed amendments to Board Policy III.N. establishing the common course index system within the General Education Matriculation framework.
August 2019	The Board approved the first reading of proposed amendments to Board Policy III.N. clarifying process for changes to common course index.
October 2019	The Board approved the second reading of proposed amendments to Board Policy III.N. clarifying process for changes to common course index.
October 2020	The Board approved the first reading of proposed amendments to Board Policy III.N. designating the Executive Director or designee as chair of the GEM Committee.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

The policy currently designates the Chief Academic Officer of the State Board of Education as the chair of the Statewide General Education Matriculation (GEM) Committee. The proposed amendments designate the Executive Director of the Board, or his/her designee, as the chair of the GEM Committee. In addition, the proposed amendments clarify that institutions shall make course transfer information accessible and transparent on their own websites. Amendments also provide minor technical corrections throughout the document.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 17, 2020**

IMPACT

It is standard practice throughout Board policy to define the Executive Director or their designee as the primary Board functionary. Approval of the amendments will align the policy with this standard practice and provide greater flexibility and effectiveness in administration of general education work throughout the state. The amendments will also improve the readability and accuracy of the policy as well as make the policy more generally applicable to current practices in maintaining and advising course transfer articulations statewide.

ATTACHMENTS

Attachment 1-Board Policy III.N., Statewide General Education – Second Reading

STAFF COMMENTS AND RECOMMENDATIONS

There were no comments or changes between the first and second reading of this policy. Board staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.N., Statewide General Education, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: N. Statewide General Education

~~October 2019~~December 2020

In our rapidly-changing world, students need to understand how knowledge is generated and created. They need to adapt to new ~~knowledge and~~ opportunities as they arise, as well as effectively communicate and collaborate with increasingly diverse communities and ways of knowing. In combination with ~~a student's major~~ coursework, general education curriculum prepares students to use multiple strategies in an integrative manner, to explore, critically analyze, and creatively address real-world issues and challenges. General education course-work provides ~~graduates~~ students with an understanding of self, the physical world, ~~and the development and functioning of~~ human society, ~~and~~ its cultural and artistic endeavors, as well as an understanding of the methodologies, value systems, and thought processes employed in human inquiries. General education helps instill students with the personal and civic responsibilities of good citizenship. ~~General education, and~~ prepares ~~graduates as~~ them to be adaptive, life-long learners.

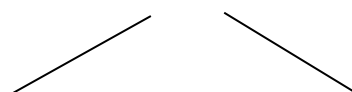
This ~~subsection policy~~ shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions").

1. The state of Idaho's general education framework for Associate of Arts, Associate of Science, and Baccalaureate degrees, outlined below in Figure 1, shall be:

~~The general education curricula must be thirty-six (36) credits or more.~~

- a. Thirty (30) credits or more of the general education curricula must fit within the general education Matriculation (GEM) competency areas defined in subsection 4 of this policy, and
- b. Six (6) or more credits of the general education curricula, which are reserved for institutions to address the specific mission and goals of the institution. For this purpose, institutions may create new competency areas or they may choose to count additional credits from GEM competencies. Regardless, these institutionally designated credits must have learning outcomes linked to Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes.

Fig. 1: General education framework reflecting AAC&U Essential Learning Outcomes



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GEM (30 cr. or more)

Institutional (6 cr. or more)

Integrative Skills Ways of Knowing

2. The intent of the general education framework is to:
 - a. Establish statewide competencies that guide institutions' determination of courses that will be designated as GEM courses;
 - b. Establish shared rubrics that guide course/general education program assessment; and
 - c. Create a transparent and seamless transfer experience for undergraduate students.
3. There are six (6) GEM competency areas. The first two (2) emphasize integrative skills intended to inform the learning process throughout general education and major. The final four (4) represent ways of knowing and are intended to expose students to ideas and engage them in a broad range of active learning experiences. These The GEM competency areas are as listed:
 - a. Written Communication
 - b. Oral Communication
 - c. Mathematical Ways of Knowing
 - d. Scientific Ways of Knowing
 - e. Humanistic and Artistic Ways of Knowing
 - f. Social and Behavioral Ways of Knowing
4. GEM courses in each area shall include the following competencies:
 - a. Written Communication:
 - a. Upon completion of a course in this category, students are able to demonstrate the following competencies:
 - i. Use flexible writing process strategies to generate, develop, revise, edit, and proofread texts.
 - ii. Adopt strategies and genre appropriate to the rhetorical situation.
 - iii. Use inquiry-based strategies to conduct research that explores multiple and diverse ideas and perspectives, appropriate to the rhetorical context.
 - iv. Use rhetorically appropriate strategies to evaluate, represent, and respond to the ideas and research of others.
 - v. Address readers' biases and assumptions with well-developed evidence-based reasoning.
 - vi. Use appropriate conventions for integrating, citing, and documenting source material as well as for surface-level language and style.

ATTACHMENT 1

vii. Read, interpret, and communicate key concepts in writing and rhetoric.

b. Oral Communication:

b. Upon completion of a course in this category, students are able to demonstrate the following competencies:

- i. Research, discover, and develop information resources and structure spoken messages to increase knowledge and understanding.
- ii. Research, discover, and develop evidence-based reasoning and persuasive appeals for ethically influencing attitudes, values, beliefs, or behaviors.
- iii. Adapt spoken messages to the diverse personal, ideological, and emotional needs of individuals, groups, or contexts.
- iv. Employ effective spoken and nonverbal behaviors that support communication goals and illustrate self-efficacy.
- v. Listen in order to effectively and critically evaluate the reasoning, evidence, and communication strategies of self and others.
- vi. Understand key theories, perspectives, principles, and concepts in the Communication discipline, as applied to oral communication.

c. Mathematical Ways of Knowing:

c. Upon completion of a course in this category, a student is able to demonstrate the following competencies:

- i. Read, interpret, and communicate mathematical concepts.
- ii. Represent and interpret information/data.
- iii. Select, execute and explain appropriate strategies/procedures when solving mathematical problems.
- iv. Apply quantitative reasoning to draw and support appropriate conclusions.

d. Scientific Ways of Knowing:

d. Upon completion of a course in this category, a student is able to demonstrate at least four (4) of the following competencies:

- i. Apply foundational knowledge and models of a natural or physical science to analyze and/or predict phenomena.
- ii. Understand the scientific method and apply scientific reasoning to critically evaluate arguments.
- iii. Interpret and communicate scientific information via written, spoken and/or visual representations.
- iv. Describe the relevance of specific scientific principles to the human experience.
- v. Form and test a hypothesis in the laboratory or field using discipline-specific tools and techniques for data collection and/or analysis.

e. Humanistic and Artistic Ways of Knowing:

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e. Upon completion of a course in this category, students are able to demonstrate at least five (5) of the following competencies:

- i. Recognize and describe humanistic, historical, or artistic works within problems and patterns of the human experience.
- ii. Distinguish and apply terminologies, methodologies, processes, epistemologies, and traditions specific to the discipline(s).
- iii. Perceive and understand formal, conceptual, and technical elements specific to the discipline.
- iv. Analyze, evaluate, and interpret texts, objects, events, or ideas in their cultural, intellectual or historical contexts.
- v. Interpret artistic and/or humanistic works through the creation of art or performance.
- vi. Develop critical perspectives or arguments about the subject matter, grounded in evidence-based analysis.
- vii. Demonstrate self-reflection, intellectual elasticity, widened perspective, and respect for diverse viewpoints.

f. Social and Behavioral Ways of Knowing:

f. Upon completion of a course in this category, students are able to demonstrate at least four (4) of the following competencies.

- i. Demonstrate knowledge of the theoretical and conceptual frameworks of a particular Social Science discipline.
- ii. Develop an understanding of self and the world by examining the dynamic interaction of individuals, groups, and societies as they shape and are shaped by history, culture, institutions, and ideas.
- iii. Utilize Social Science approaches, such as research methods, inquiry, or problem-solving, to examine the variety of perspectives about human experiences.
- iv. Evaluate how reasoning, history, or culture informs and guides individual, civic, or global decisions.
- v. Understand and appreciate similarities and differences among and between individuals, cultures, or societies across space and time.

5. General eEducation Requirements

- a. This subsection applies to Associate of Arts, Associate of Science, and Baccalaureate degrees. For the purpose of this policy, disciplines are indicated by course prefixes.

General education curricula must reflect the following credit distribution:

Competency Area	Minimum Credits
Written Communication	6
Oral Communication	2

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Mathematical Ways of Knowing	3
Scientific Ways of Knowing	7 (from two different disciplines with at least one laboratory or field experience)
Humanistic and Artistic Ways of Knowing	6 (from two different disciplines)
Social and Behavioral Ways of Knowing	6 (from two different disciplines)
Institutionally-Designated Credits	6

- i. GEM courses are designed to be broadly accessible to students regardless of major, thus college-level and non-GEM pre-requisites to GEM courses should be avoided unless deemed necessary by the institution.
 - ii. Additional GEM courses, beyond the general education curricula, may be required within the major for degree completion.
- b. This subsection pertains to Associate of Applied Science (AAS) degrees.
 - i. The general education curricula for the AAS degree must contain a minimum of fifteen (15) credits, so distributed in the following areas:

Competency Area	Minimum Credits
Written Communication	3
Oral Communication	3
Mathematical Ways of Knowing	3
Social and Behavioral Ways of Knowing	3
Any general education course including institutionally designated courses	3

- c. GEM courses and institutionally designated courses shall transfer as meeting an associated general education competency requirement at any institution pursuant to Board policy Section III.V.

6. Governance of the General Education Program and Review of Courses

- a. GEM courses are developed by faculty and approved via the curriculum approval process of the institution delivering the courses. Faculty discipline groups representing all institutions shall meet at least annually or as directed by the Board, to ensure consistency and relevance of general education competencies and courses approved for their respective GEM competency areas.
- b. Common Course Indexing is developed for courses offered within the GEM framework to provide greater transparency and seamlessness within transfer processes at Idaho's postsecondary institutions. ~~Common~~-indexed courses are accepted as direct equivalents across institutions for transfer purposes. ~~Common~~

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course indexing shall include common course prefix, common course number, common course title, and common GEM discipline area designation. -The common course number shall be three digits in sequence, but can be preceded by a single digit if four numbers are utilized by the institution (x####).

The common course list shall be approved by the Board on an annual basis and shall be maintained by the Board office. Changes to the list may be proposed by faculty discipline groups to the General Education Matriculation Committee. Proposed additions or removal of courses on the common course list must be reviewed by the General Education Matriculation Committee prior to Board approval. The request to remove a common-indexed course from an institution's academic catalog must be approved by the Board. - The request to discontinue a course must be submitted in writing by the institution to the Board office. -The request shall be submitted no less than a year in advance and provide rationale for the inability to offer the course.

- c. The General Education Matriculation ~~Committee~~ (GEM) Committee): ~~The GEM Committee,~~ shall consist of a Board-appointed representative from each of the institutions ~~appointed by the Board;~~ a representative from the Division of Career Technical Education; ~~as an ex-officio member, as well as~~ a representative from the Idaho Registrars Council, ~~as an ex-officio member;~~ and the Executive Director of the Board, Office of the State Board of Education or designee ~~Chief Academic Officer~~, who shall serve as the chair ~~to of~~ the committee. To ensure alignment with AAC&U Essential Learning Outcomes and subsection 1, the Committee shall meet at least annually to review the competencies and rubrics of the general education framework. The Committee shall make recommendations to the Board regarding the general education framework and the common course list. The Committee shall review and make recommendations on the general education competencies as necessary. GEM Committee duties are prescribed by the Board, including those that may involve addressing issues related to competency areas and course offerings. -The GEM Committee reports to the Council on Academic Affairs and Programs.
- d. The institutions shall identify all general education courses in their curricula and identify them ~~on the state transfer web portal~~ in a manner that is easily accessible by the public via their respective websites, as well as relevant web resources maintained by the Board office.

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SUBJECT

Board Policy III.S. Remedial Education – Second Reading

REFERENCE

June 2012	The Board approved the Complete College Idaho Plan.
April 2015	The Board approved the first reading of changes to Board Policy III.S. A major change to this policy is the incorporation of the three Board approved remediation models.
June 2015	The Board approved the second reading of changes to Board Policy III.S. These changes updated definitions and incorporated the three (3) Board approved forms of remedial education: Accelerated Model, Corequisite Model, Emporium Model.
September 2017	The Board adopted the Governor’s Higher Education Task Force recommendations, which includes corequisite support strategies for remedial instruction.
December 2017	The Board approved the first reading of changes to Board Policy III.S. Board adopts the Governor’s Higher Education Task Force recommendations, which includes Complete College America ‘Game Changer’ strategies.
February 2018	The Board approved the second reading of changes to Board Policy III.S. Proposed amendments updated the policy to better align with changes identified by Complete College America to help with implementation and student support.
August 2019	The Board approved the first reading of changes to Board Policy III.S.
October 2019	The Board approved the second reading of changes to Board Policy III.S.
October 2020	The Board approved the first reading of changes to Board Policy III.S. defining additional terms and expanding the definition of “student readiness.”

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Proposed policy amendments restructure the policy for enhanced readability and improved interpretation, update several definitions, provide an expanded definition for “Student Readiness,” and adjust the date of discontinuance of the requirement of remedial courses and other prerequisite courses for students needing additional support by one year. The amendments also provide additional flexibility to institutions regarding acceptable remediation approaches in the College Algebra pathway.

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IMPACT

These amendments will clarify for institutions the various levels of student readiness and allow them to better and more flexibly provide students, based on these levels, with options to ensure their long-term college success. Amendments will also promote continued implementation of Complete College America Momentum Pathways strategies and the Board's Complete College Idaho plan, while also being responsive to the difficulties and realities posed by the pandemic. The amendments do not change current reporting requirements, whereby institutions are required to report success rates in corequisite support models and remedial courses annually to the Board.

ATTACHMENTS

Attachment 1 – Board Policy III.S., Remedial Education – Second Reading

STAFF COMMENTS AND RECOMMENDATIONS

There were no comments or changes between the first and second reading of this policy. Board staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.S., Remedial Education, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: S. Remedial Education

~~October 2019~~December 2020

1. Coverage

This subsection shall apply to the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College.

2. Definitions

~~a. College Level Course means an academic course that meets Mathematics and English credit hour requirements for an undergraduate degree program.~~

~~b.a.~~ Co-requisite Course Model means a delivery model whereby remedial instruction is delivered as a separate course or lab simultaneously with college level content as a separate course or lab as part of a co-requisite support program a gateway course.

~~c.b.~~ Co-requisite Support means academic courses or content that supplements the content of gateway mathematics and English courses during the same academic term to increase the success rates for students in need of additional support. Board-approved approaches of co-requisite support include the Co-requisite Course Model, the Embedded Model, and the Emporium Model.

~~d.c.~~ Embedded Model means a combined delivery model approach whereby remedial content is delivered as a part of the content delivered through of a gateway courses.

~~e.d.~~ Emporium Model means a delivery model whereby remedial support is delivered in a computer lab setting where students receive individualized instruction from faculty and engagement with technology-based programs.

~~f.e.~~ Gateway course means ~~the first postsecondary mathematics or English course that a student takes that fulfills the mathematics or English requirement for the student's program of study. Gateway courses shall fulfill general education requirements in Board Policy III.N. Mathematics gateway courses are: an entry-level course in a general education program of study or curriculum pathway. There may be programs that consist of specific gateway courses that are not identified in Board Policy.~~

g.f. Remedial Courses means a courses that are where credits earned may not apply toward the general education requirements for a certificate or degree, and which may have one or more of the following characteristics:

- i. dDesigned for students in need of additional support who are academically unprepared to succeed in gateway courses in mathematics or English ~~and~~.
- ii. rRequired to be completed before an academically unprepared student may enroll in the gateway course for that subject. ~~Remedial Courses may take the following forms:~~
- iii. courses nNumbered below 100,
- iv. which sServe as a duplication of secondary curriculum.
- ii.v. or coursesInclude content and support services in basic academic skills, including Adult Basic Education, to prepare academically unprepared students for college level content ~~and are a pre-requisite to enrolling in the college-level mathematics and English course.~~

g. Student Readiness means a determination about student preparedness for college-level mathematics and English, and includes the following three levels:

- i. Academically Prepared Students are students who have been identified by an institution's placement process as prepared to successfully take gateway mathematics or English courses without additional academic content or interventions.
- ii. Students in Need of Additional Support means are students who have been identified by the an institution's placement process as underprepared to take gateway mathematics and/or English courses without additional academic content or interventions.
- i.iii. Academically Unprepared Students are students who have been identified by an institution's placement process as unprepared to successfully take gateway mathematics or English courses without first completing additional academic content or interventions.

3. This policy applies to the following common-numbered gateway courses: MATH x123 Math in Modern Society; MATH x143 College Algebra; ~~and~~ MATH x153 Statistical Reasoning, and ~~The gateway course for~~ English is ENGL x101 Writing and Rhetoric I, or equivalent courses. The State Board of Education has approved the Co-requisite Course Model, Embedded Model, and Emporium Model as the methods for serving students in need of additional support in mathematics and English general education.

Students enrolling into Co-requisite Support shall be provided with the option to do so in one of the defined models.

i. ~~a.~~ Institutions may ~~also~~ pilot the use of ~~additional~~ alternative delivery models, provided the models are evidence based; evidence need not be Idaho specific. Institutions choosing to exercise this pilot option shall notify both the Council on Academic Affairs and Programs and the Instruction, Research, and Student Affairs Committee of:

~~a.~~ their intent to pilot a new delivery model; and

ii. ~~b.~~ the results of said pilot.

Piloted models must be assessed annually and may be continued and scaled beyond the first year if the pilot achieves equal or greater success rates in students completing gateway mathematics and English courses as compared to rates achieved in approved Co-requisite Support models.

3.4. Each institution shall maintain a mechanism for ~~diagnostic testing~~ assessing and evaluating student preparedness in mathematics and English language arts ~~and mathematics~~, and provide ~~corrective measures~~ support and interventions for students identified as needing additional supports or as academically unprepared.

5. All students, regardless of readiness level, shall have the opportunity to complete their gateway mathematics and English courses within their first academic year.

a. Academically prepared students shall be encouraged to complete their gateway mathematics and English courses within their first academic semester.

b. ~~Effective Fall 2021~~, ~~completion of a non-gateway course~~ students in need of additional support shall not be required ~~for enrollment in to complete a remedial course prior to enrollment in the following~~ gateway courses: MATHx123, MATHx143, MATHx153, and ENGL x101. Such students shall be encouraged to enroll directly in a corequisite course, except for students in the MATHx143 pathway, who may be encouraged to enroll in a corequisite course OR be required to complete a non-remedial prerequisite general education math course prior to enrollment in MATHx143.

i. Students who ~~completing~~ complete a co-requisite gateway course shall not be required to take a placement exam for enrollment in a subsequent course.

ii. Co-requisite gateway courses will not exceed five semester credits nor ~~These courses shall not~~ be made available for dual credit purposes.

iii. Success rates in co-requisite support models, including co-requisite gateway courses, and remedial courses shall be reported annually to the Board.

c. Academically unprepared Sstudents ~~determined to be in need of instruction at the level equivalent to that offered through Adult Basic Education programs~~ may be required to enroll in a remedial course. The remedial sequence required of these students shall be designed to ensure the student has the opportunity to enroll in the gateway course within the first academic year.

~~iv.i.~~ Student enrollment in a remedial course must be identified by the institution and approved through established institutional processes.

ii. Students enrolled in a remedial course who qualify for a co-requisite gateway course must be made aware of their eligibility options, and counseled on the best option for their individualized circumstances.

~~v.iii.~~ Courses that are not college level Remedial courses may be made available to high school students and postsecondary students who elect to enroll with the understanding the course is not required for gateway course enrollment.

~~vi.iv.~~ Credits earned in remedial courses may not apply toward the requirements for a certificate or degree.

~~vii.v.~~ Success rates in remedial courses shall be reported annually to the Board.

LEWIS-CLARK STATE COLLEGE

SUBJECT

Graduate Certificate in Nursing Management and Leadership

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-3101

Idaho State Board of Education Governing Policies & Procedures, Section III.Z.,
Planning and Delivery of Postsecondary Programs and Courses

BACKGROUND/DISCUSSION

Prior to the 2020 Legislative Session, Idaho Code §33-3101 limited Lewis-Clark State College (LC State) to instruction in four year college courses in science, arts and literature. Such courses or programs are usually included in liberal arts colleges leading to the granting of a baccalaureate degree, and career technical education courses or programs of less than four years. The passage of H395 (2020) removed the restriction, allowing the college to offer such programs as the State Board of Education may approve.

LC State is Idaho's baccalaureate nursing education provider from McCall to the Canadian border. Articulations and transfer plans are in place for University of Idaho and North Idaho College students to transfer seamlessly into LC State's Bachelor of Science in Nursing tracks.

Two of LC State's primary industry partners, Kootenai Health (Region I) and St. Joseph Regional Medical Center (Region II) have requested additional educational opportunities for their nurses, specifically in the areas of management and leadership. In response to this request, an undergraduate certificate was created in 2018. There remains an unmet need among those nurses already prepared at the Bachelor of Science in Nursing (BSN) level and wishing to move into formal leadership positions.

LC State proposes a fully online graduate certificate in Nursing Management and Leadership in response to this unmet need. The certificate will be the initial graduate offering in this area. LC State has plans in place to bring forward a proposal for a full master's in Nursing Management and Leadership in early 2021 and has added this to their three-year plan. No Idaho school offers such a program. The target audience for the proposed certificate is the BSN-prepared nurse seeking advancement into a management or leadership role.

This proposed, 13-credit, online graduate certificate focuses on development of management skills and refinement of supervisory and leadership skills through a combination of business and nursing coursework. At the completion of the

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certificate, students will be well prepared for various nursing administration and leadership roles, with a more in-depth understanding of human resource policies, personnel management, leadership styles, and budgetary processes.

IMPACT

The proposed certificate will require the creation of three new nursing courses. LC State will utilize existing faculty and adjunct resources to offer the projected new course sections. Graduate students will be charged the same facilities, activity, and technology fees as undergraduate students and will also pay an additional \$15 per credit fee to support the Learning Management System. Full-time, in-state students will be charged \$9,000 per year (\$4,500 per semester), and part-time students will be assessed \$450 per credit.

The certificate program capacity is 20 students. The minimum enrollment is five part-time students, typically enrolling in three to nine credits/year. It is expected that most students will attend part-time. It is anticipated that minimum enrollment will be reached in the first year of full implementation of the certificate program. It will likely take two to three years for the program to reach its enrollment capacity. Should enrollment exceed projections, LC State will consider reallocation of resources to support the full complement of students admitted to the program. As LC State anticipates offering a full master's degree in Nursing Management and Leadership, within which this graduate certificate will eventually be embedded, enrollments in and resource needs of both program offerings will be evaluated together in making any program modifications or decisions.

According to the Bureau of Labor Statistics' *Employment Projections 2016-2026*, Registered Nursing (RN) is listed among the top occupations in terms of job growth through 2026. The RN workforce is expected to grow from 2.9 million in 2016 to 3.4 million in 2026, an increase of 438,100 or 15%. The Bureau also projects the need for an additional 203,700 new RNs each year through 2026 to fill newly created positions and to replace retiring nurses.

The graduate certificate in Nursing Management and Leadership does not map perfectly to the job titles in the Department of Labor databases. The skills and knowledge students will gain in the proposed certificate will prepare them for roles such as Nurse Executive, Nurse Administrator, Nurse Manager, Nursing Program Supervisor, Clinical Director, Chief Nursing Officer, Director of Nursing, Nurse Supervisor, Clinical Manager, Home Health Care Administration, and leadership roles in Veteran Affairs or Department of Health & Human Services.

ATTACHMENTS

- Attachment 1 – Graduate Certificate in Nursing Management & Leadership Proposal
- Attachment 2 – Written Statements of Support from UI and ISU

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BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed graduate certificate will be LC State's first graduate offering and is intended to meet a local, urgent need for prepared Registered Nurses as identified by healthcare partners. LC State proposes to offer the program fully online beginning Fall 2021. Graduate tuition and fees will be presented to the Board under the regular tuition and fees process at the April 2021 Board meeting.

Currently, no Idaho institution offers a graduate certificate specifically in nursing leadership and management. LC State offers an undergraduate certificate in nursing management and leadership, which was implemented in 2018. While the proposed graduate certificate is currently not listed on LC's approved three-year plan, it was included in their draft plan submitted in 2020. Due to the pandemic, program planning was postponed.

The proposal completed the program review process by the Council on Academic Affairs and Programs and by the Instruction, Research, and Student Affairs Committee. Given that this is LC State's first graduate program offering, the IRSA Committee requested specific written support for this program proposal from the University of Idaho (as the designated graduate program provider for Regions I and II) and Idaho State University (as the institution with statewide program responsibility for many health sciences graduate programs). These written statements of support are attached.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to offer a Graduate Certificate in Nursing Management and Leadership as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Institutional Tracking No. _____

Idaho State Board of Education

Proposal for Academic Degree and Certificate Program

Date of Proposal Submission:	November 9, 2020
Institution Submitting Proposal:	Lewis-Clark State College
Name of College, School, or Division:	School of Professional Studies
Name of Department(s) or Area(s):	Nursing & Health Sciences Division Business Division

Official Name of the Program:	Certificate in Nursing Leadership and Management		
Implementation Date:	Fall 2021		
Degree Information:	Degree Level: Graduate	Degree Type: Certificate	
CIP code (consult IR /Registrar):	51.3802s		
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	100% online		
Geographical Delivery:	Location(s)	Region(s)	Regions I and II
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)	Self-Support fee	Professional Fee	Online Program Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)	Regional Responsibility	Statewide Responsibility	

Indicate whether this request is either of the following:☐ New Degree Program☐ Undergraduate/Graduate Certificates (30 credits or more)☐ Expansion of Existing Program☐ Consolidation of Existing Program☐ New Off-Campus Instructional Program☒ Other (i.e., Contract Program/Collaborative New Graduate Certificate (13 credits))

11/10/20

College Dean (Institution)

Date



11/10/20

Graduate Dean or other official (Institution; as applicable)

Date

FVP/Chief Fiscal Officer (Institution)

Date

11/11/2020



Provost/VP for Instruction (Institution)

Date

Vice President for Research
(Institution; as applicable)

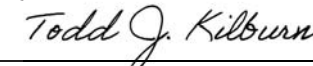
Date



11/16/20

Academic Affairs Program Manager,
OSBE

Date



11/18/20

Chief Financial Officer, OSBE

Date



11/18/20

Chief Academic Officer, OSBE

Date



11/11/2020

President

Date

SBOE/Executive Director Approval

Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

1. **Describe the request and give an overview of the changes that will result.** What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

Lewis-Clark State College proposes a fully online graduate certificate in Nursing Management and Leadership. The certificate is the initial graduate offering in this area. LC State will bring forward a full master's in Nursing Management and Leadership in early 2021. The target audience is the BSN-prepared nurse seeking advancement into a management or leadership role.

This proposed 13 credit online Nursing Management and Leadership Certificate focuses on development of management skills and refinement of supervisory and leadership skills through a combination of business and nursing coursework. At the completion of the certificate, students will be well prepared for various nursing administration and leadership roles, with a more in-depth understanding of human resource policies, personnel management, leadership styles, and budgetary processes.

While the graduate certificate does not align perfectly to the job titles in the Department of Labor databases, the skills and knowledge gained in this program will be beneficial to any health care facility where nursing management is needed.

2. **Need for the Program.** Describe evidence of the student, regional, and statewide needs that will be addressed by this proposal to include student clientele to be served and address the ways in which the proposed program will meet those needs.

Lewis-Clark State College serves Regions I and II as the baccalaureate level, health sciences degree provider. According to the Bureau of Labor Statistics' *Employment Projections 2016-2026*, Registered Nursing (RN) is listed among the top occupations in terms of job growth through 2026. The RN workforce is expected to grow from 2.9 million in 2016 to 3.4 million in 2026, an increase of 438,100 or 15%. The Bureau also projects the need for an additional 203,700 new RNs each year through 2026 to fill newly created positions and to replace retiring nurses.

A committee composed of LC State faculty and healthcare partners drove development of the graduate certificate curriculum. The institution has gained support from Representative Paul Amador, and Kootenai Health Systems CEO, Jon Ness. Both recognize the shortage of administratively prepared Registered Nurses and are seeking ways to fill this void. The increasing need for nurses and nurse leaders coupled with industry support reinforces the belief that the program will be viable and sustainable and will grow in the coming years.

- a. **Workforce and economic need:** Provide verification of state workforce needs that will be met by this program. Include job titles and cite the data source. Describe how the proposed program will stimulate the state economy by advancing the field, providing research results,

etc.

The graduate certificate in Nursing Management and Leadership does not map perfectly to the job titles in the Department of Labor databases. The skills and knowledge students will gain in the proposed certificate will prepare them for roles such as Nurse Executive, Nurse Administrator, Nurse Manager, Nursing Program Supervisor, Clinical Director, Chief Nursing Officer, Director of Nursing, Nurse Supervisor, Clinical Manager, Home Health Care Administration, and leadership roles in Veteran Affairs or Department of Health & Human Services.

Three job titles and associated SOC codes were used to provide a small (and by no means inclusive) example of employment openings to which the certificate's content applies.

List the job titles for which this degree is relevant:

1. Registered Nurse 29-1141
US Job openings (BLS.gov)
2. Medical and Health Services Managers 11-9111
US Job openings (BLS.gov)
3. Chief Executive 11-1010
US Job openings (BLS.gov)

More support data:

According to the 2018 Idaho Nursing Workforce Report, Idaho faces an anticipated shortage of 6,000 Registered Nurses by 2025. Likely, as of this date and with the COVID crisis, the projected shortage is even higher. Within this projected shortage, a similar lack of qualified nurse leaders is anticipated, specifically at the executive, director, clinical leader, and manager levels.

The demand for qualified healthcare managers in Idaho and throughout the region is significant. According to the Bureau of Labor statistics, nationally, the job outlook for Medical and Health Services Managers (2016-26) is expected to grow much higher than average at 20%. (<https://www.bls.gov/ooh/management/medical-and-health-services-managers.htm>)

As of 2018, the northwestern non-metropolitan area of Idaho rated in the median for location quotient of medical and health services managers, with the Lewiston area demonstrating a location quotient of 0.76 (meaning there is opportunity to develop this discipline in the local area). In non-metropolitan northwestern Idaho, the median salary for a health services manager was \$87,000.

Rural hospitals and clinics have difficulty recruiting healthcare managers and administrators due to numerous factors, including lack of job opportunities for spouses, reluctance of individuals to move to rural areas, and challenges in offering salaries comparable to urban organizations. For these reasons, preparing healthcare managers and administrators within our own rural communities is anticipated to be more effective.

With the current rise in healthcare personnel shortages and continued declining hire rates for RN positions, there is need to create solid management and leadership practice structure that helps develop and recruit the next generation of nurse leaders. By creating the proposed graduate certificate in, Lewis-Clark State College can offer graduate nursing students the opportunity to take a set of courses that will prepare them for the dynamic field of healthcare administration.

- b. **Student demand.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.) Provide evidence of student demand/ interest from inside and outside of the institution.

The source of students would be registered nurses with a BSN degree who aspire to move into a management role, and currently enrolled BSN students. The skills and knowledge students will gain prepare them for roles such as Nurse Manager, Executive, Nursing Program Supervisor, Clinical Director, Chief Nursing Officer, Home Health Care Administration, and Leadership roles in Veteran Affairs or Department of Health & Human Services. There is no master's level nursing education programming focused on management and leadership within the broader region or the state of Idaho.

- c. **Societal Need:** Describe additional societal benefits and cultural benefits of the program.

Management and leadership skill development can positively influence the way nurses interact with one another and with the healthcare system. In the healthcare industry, clear and succinct communication is of utmost importance; it is critical that leaders and managers have an in-depth understanding of how to best interact and collaborate with employees, patients, and the general population. Healthcare is a fundamental community need – having sufficient trained nurses and nurse leaders helps ensure a strong health system and improves patient outcomes.

3. **Program Prioritization**

Is the proposed new program a result of program prioritization?

Yes _____ No X

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

The Nursing & Health Sciences and the Business divisions both ranked in either the 1st or 2nd quintile in LCSC's recent Program Performance (program prioritization) process. Due to continued strong growth in healthcare, the divisions have collaborated to provide specific healthcare management skills to address a shortage of credentialed nursing leaders. All online programs delivered through LC State follow the *Quality Matters* standard, ensuring high quality program development and delivery.

4. **Credit for Prior Learning**

Indicate from the various cross walks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'.

Not Applicable.

5. **Affordability Opportunities**

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

The certificate program will include 8 week condensed online courses through the Canvas learning management system. This will allow students the flexibility of holding a full-time job while completing the certificate program, thus keeping costs relatively low.

Enrollments and Graduates

- 6. Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the most past four years.

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY__	FY__	FY__	FY__ (most recent)	FY__	FY__	FY__	FY__ (most recent)
	N/A								

- 7. Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

Not Applicable

- 8. Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name:											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY22 (first year)	FY23	FY24	FY25	FY26		FY22 (first year)	FY23	FY24	FY25	FY26	
5	8	8	10	12		0	4	6	6	10	

- 9. Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need for the Program" above. What is the capacity for

the program? Describe your recruitment efforts? How did you determine the projected numbers above?

Program capacity is 20. This number is based on current resources aligned with faculty loads. If capacity numbers are reached, the institution will utilize additional adjunct faculty or reallocate institutional resources to offset advising and teaching loads for the program.

10. Minimum Enrollments and Graduates.

- a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

The minimum enrollment for the Nursing Management and Leadership Graduate certificate is five (5) part-time students, enrolled in six (6) credits / year, as demonstrated in the budget sheet. It is anticipated that this minimum number will be reached the first year of full implementation of the certificate. [A minimum of five \(5\) part-time students is necessary to assure program sustainability.](#)

- b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

It is anticipated to take two (2) to three (3) years for the program to reach its enrollment capacity. Should enrollment exceed projections, LC State will consider reallocation of resources to support the full complement of students admitted to the program. LC State anticipates offering a full master's degree in Nursing Leadership and Management in addition to the certificate. Enrollments in and resources needs of both program offerings will be evaluated together in making any program modifications or decisions.

11. Assurance of Quality. Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

The following measures will ensure a high-quality program:

Regional Institutional Accreditation: Lewis-Clark State College is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU).

The certificate program will engage in program review/ assessment and participate in Program Performance (prioritization) according to the college Assessment Plan protocols and timelines.

As a fully online program, all courses are aligned with the Quality Matters standards.

12. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as **Appendix A.**

Not Applicable

13. Teacher Education/Certification Programs All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) prior to consideration and approval of the program by the State Board of Education.

Will this program lead to certification?

Yes _____ No X

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

14. Three-Year Plan: If this is a new proposed program, is it on your institution's approved 3-year plan?

Yes _____ No X

In the March 2020 3-Year plan draft submitted to OSBE, the graduate certificate was listed. Approval of 3-year plan was waived by SBOE due to COVID-19.

If yes, proceed to question 15. If no:

a. Which of the following statements address the reason for adding this program outside of the regular three-year planning process.

Indicate (X) by each applicable statement:

<u>X</u>	Program is important for meeting your institution's regional or statewide program responsibilities.
<u>X</u>	The program is in response to a specific industry need or workforce opportunity.
	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
	There is a contractual obligation or partnership opportunity related to this program.
	The program is in response to accreditation requirements or recommendations.
	The program is in response to recent changes to teacher certification/endorsement requirements.

b. Provide an explanation for all statements you selected.

As noted above, regional industry partners reached out to LC State to request assistance in meeting their needs for nurses qualified to serve as leaders and managers. As LC State is the regional provider of baccalaureate level nursing education and seeks to become the graduate nursing education provider in Regions I and II.

Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan

15. Curriculum. Provide descriptive information of the educational offering.

a. Summary of requirements. Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	Nursing & Health Sciences: 7 credits Business: 6 credits
Credit hours in required courses offered by other	

departments:	
Credit hours in institutional general education curriculum	
Credit hours in free electives	
Total credit hours required for degree program:	13 credits

- b. Curriculum.** Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

Coursework will include

- Two (2) existing Business courses
 - BUS 412/512 Human Resource Management (3 cr)
 - BUS 413/513 Organization Behavior or BUS 360/560 Leadership (3 cr)
- Three (3) new Nursing courses
 - NU 582 Healthcare Policy (2 cr)
 - NU 584 Healthcare Economics (2 cr)
 - NU 594 Internship in Nursing (3 cr)

- c. Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

This culminating internship course provides students the opportunity to integrate the skills and knowledge acquired in all previous coursework. Students will engage in practical experience shadowing a healthcare manager, including the design, execution, and presentation of a healthcare management capstone project. Additionally, students will participate in service learning for their community; evaluate and discuss ethical issues in collaboration with their colleagues; and synthesize prior learning with a formal research paper on the future of healthcare management.

Course Intended Learning Outcomes:

1. Integrate and apply accumulated knowledge of healthcare management in diverse settings.
2. Demonstrate self-reflection and broadened perspective by exploring ethical issues.
3. Use writing, discussion, research, and collaboration to analyze and understand how healthcare is influenced by healthcare managers.
4. Synthesize prior learning through the evaluation of critical problems and articulation of appropriate solutions for the future of healthcare management.

16. Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.

- a. Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.

Program Learning Outcomes:

The Graduate Certificate in Nursing Management and Leadership prepares the

successful student to:

- Integrate leadership principals into nursing practice.
- Apply concepts of organizational and systems leadership in decision making in the health care environment.
- Apply research evidence in nursing leadership and practice to enhance care and improve outcomes of patients.
- Intervene at the systems level through policy, fiscal management, and advocacy to influence the health care environment.
- Communicate and collaborate as a member and leader of inter-professional teams to optimize health care delivery.
- Evaluate personal growth as a professional nurse leader.

17. Assessment plans.

- a. Assessment Process.** Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program.

As noted above, the certificate program will participate in program review and assessment processes, including program prioritization, per institutional timelines and protocols, along with all other programs at the College.

Programmatic assessment includes a review of quantitative and qualitative data points to assure course and program outcomes are being met. The capstone (internship) course (NU 594) requires a portfolio which addresses the six (6) program learning outcomes. Review of the portfolio, coupled with self-assessment, and an external assessment by the assigned agency preceptor will be centered on achievement of the established learning outcomes. Additional metrics such as completion and placement rates, and employer satisfaction will provide important data on the quality of graduates and the usefulness of the program in assisting nurses to advance on the career ladder. Graduate satisfaction will be assessed through an end of program survey and in an exit interview. To close the feedback loop, data will be reviewed and used at least annually, to refine or modify course outcomes/ expectations, assignments, content of courses, and preceptorship experiences.

Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.

18. Physical Facilities and Equipment: Describe the provision for physical facilities and equipment.

- a. Existing resources.** Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

Existing resources will be utilized for this proposed program.

- b. Impact of new program.** What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

Very little impact is expected. Students in the graduate certificate in Nursing Management and Leadership program will enroll in existing Business courses; three (3) new nursing courses have been developed. Existing adjunct funds are sufficient to meet the program delivery needs; additional resources may be needed once the full master's degree is approved and launched.

- c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

No additional resources are required to implement this graduate certificate.

19. Library and Information Resources: Describe adequacy and availability of library and information resources.

- a. **Existing resources and impact of new program.** Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

Current library resources are sufficient to meet the needs of the graduate certificate program. As existing eJournals and databases are electronic, they are readily accessible to all students. After the first year, the library needs will be assessed and any necessary requests/adjustments to ensure adequacy of resources, will be made. Additional graduate level library reference materials may be needed with the implementation of the full master's degree.

- b. **Needed resources.** What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

N/A

20. Faculty/Personnel resources

- a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

Current faculty and adjunct funds are sufficient to offer projected new course sections each semester. As enrollments grow, resources will be reallocated to the certificate program as needed.

- b. **Existing resources.** Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

The graduate certificate fits into two existing instructional Divisions, Nursing & Health Sciences and Business. Each has a full-time administrator and administrative support staff. Other campus departments are prepared to absorb any additional workload associated with graduate programs.

- c. **Impact on existing programs.** What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

It is anticipated that the certificate program will augment the offerings in Nursing & Health Sciences. In addition to attracting registered nurses, the program will provide an additional educational opportunity for students in the BSN program.

- d. **Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

No new personnel are needed until program enrollments increase.

21. Revenue Sources

- a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

At present, existing resources are sufficient to support the graduate nursing certificate without impacting other LC State programs.

- b) **New appropriation.** If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

- c) **Non-ongoing sources:**

- i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?
- ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

- d) **Student Fees:**

- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

LC State graduate studies students will pay the same facilities, activity and technology fees as undergraduate students. Student will pay an additional per credit charge to support the learning management system.

- ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

There is no professional fee attached to this program; this is not a self-support program.

22. Using the excel [budget template](#) provided by the Office of the State Board of Education, provide the following information:

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second- and third-year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY 22		FY 23		FY 24		FY 25	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	5	5	8	8	8	8	10	10
B. Shifting enrollments	0	0	0	0	0	0	0	0
Total Enrollment	5	5	8	10	8	10	10	12

II. REVENUE

	FY 22		FY 23		FY 24		FY 25	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Institution Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. New Tuition Revenues from Increased Enrollments	\$26,178.75	\$0.00	\$41,886.00	\$0.00	\$41,886.00	\$0.00	\$52,357.50	\$0.00
5. Student Fees	\$3,071.25	\$0.00	\$4,914.00	\$0.00	\$4,914.00	\$0.00	\$6,142.50	\$0.00
6. Other (i.e., Gifts)								
Total Revenue	\$29,250	\$0	\$46,800	\$0	\$46,800	\$0	\$58,500	\$0

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

III. EXPENDITURES

A. Personnel Costs

	FY 22		FY 23		FY 24		FY 25	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. FTE								
2. Faculty Business co-listed courses	\$900.00		\$900.00		\$900.00		\$900.00	
3. Adjunct Faculty	\$10,255		\$10,255		\$10,255		\$10,255	
4. Graduate/Undergrad Assistants								
5. Research Personnel								
6. Directors/Administrators								
7. Administrative Support Personnel								
8. Fringe Benefits	2225.45		2286.78		2286.78		2286.78	
9. Other:								
Total Personnel and Costs	\$13,380	\$0	\$13,442	\$0	\$13,442	\$0	\$13,442	\$0

	FY		FY		FY		FY	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel								
2. Professional Services								
3. Other Services								
4. Communications								
5. Materials and Supplies								
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous								
Total Operating Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Capital Outlay								
1. Library Resources								
2. Equipment								
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	FY	FY	FY	FY
D. Capital Facilities Construction or Major Renovation				
E. Other Costs				
Utilities				
Maintenance & Repairs				
Other				
Total Other Costs	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES:	\$13,380	\$13,442	\$13,442	\$13,442
Net Income (Deficit)	\$15,870	\$33,358	\$33,358	\$45,058

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

I.A.B.	



Idaho State
University

December 3, 2020

Dr. TJ Bliss
Chief Academic Officer
State Board of Education
650 West State Street, 3rd Floor
Boise, ID 83702

Dear TJ,

Idaho State University supports LCSC's proposal for a Graduate Certificate in Nursing Management and Leadership. Idaho State looks forward to continuing to work with LCSC as a partner in providing nursing education to the State of Idaho. LCSC's program will meet a demonstrated need.

Idaho State would like to note, however, that a statewide approach to clinical placements is needed, as the continuing pressure on clinical placements is the key limiting factor in providing healthcare program expansions in Idaho.

Please do not hesitate to contact me if you have questions.

Sincerely,

Laura Woodworth-Ney, PhD
Executive Vice President and Provost | Division of Academic Affairs
Idaho State University
Administration Building | Room 229
921 South 8th Ave., Stop 8055 | Pocatello, ID 83209-8055
(208) 282-4024 | woodlaur@isu.edu



OFFICE OF THE PROVOST
AND EXECUTIVE VICE PRESIDENT

875 Perimeter Drive MS 3152
Moscow ID 83844-3152
208-885-6448
208-885-6558 [FAX]
provost@uidaho.edu
provost.uidaho.edu

December 8, 2020

Dr. TJ Bliss
Chief Academic Officer
State Board of Education
650 West State Street, 3rd Floor
Boise, ID 83702

Dear Dr. Bliss,

The University of Idaho supports LCSC's proposal to add a new graduate certificate in Nursing Management and Leadership.

As I expressed in our recent CAAP meeting, we do have concerns with expansion into other graduate offerings, but we are in the midst of productive conversations with LCSC leadership.

Sincerely,

A handwritten signature in black ink that reads 'Torrey Lawrence'.

Torrey Lawrence, D.M.A.
Provost and Executive Vice President & Professor of Music

BOISE STATE UNIVERSITY

SUBJECT

Approval of Institute for Pervasive Cybersecurity

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes to create a new Institute for Pervasive Cybersecurity (IPC). IPC is designed to meet the overwhelming need for a cyber-competent workforce. The vision of IPC is to help establish Boise State University and the State of Idaho as a cybersecurity education and research resource that is responsive to its students, community, and nation. In support of the vision and mission of IPC, the goals of the institute are to:

- Produce 21st century learners with core cybersecurity knowledge;
- Enable cybersecurity graduates with competency-based learning overlays to traditional learning; and
- Contribute to solving the complex cybersecurity problems facing all businesses, industries, and critical infrastructure.

In order to implement the goals noted above, IPC will achieve the following objectives in support of innovation in cybersecurity education, training, and research:

- Education – Coordinate cybersecurity-related education on the Boise State campus and with Idaho colleges and universities, focusing on developing curriculum that will prepare all students to be “cybersecurity competent;”
- Training – Cultivate corporate partnerships to ensure graduates have the right skills for the workforce; and
- Research – Advance research on the most pervasive and vexing cybersecurity problems in infrastructure, industry, business, and society at large.

IPC connects with the Idaho State Board of Education’s statewide cybersecurity initiative through the following direct and indirect support models: The Director of IPC is the Boise State representative on the statewide cybersecurity steering committee. IPC’s competency enabling platforms (e.g. the Cyberdome) are intended to be inclusive and supportive of all Idaho public higher education institutions. Lastly, IPC’s economic development efforts intend to align education and training with industry needs. Doing so will show validation of the efforts to align cybersecurity pathways developed by the statewide cybersecurity initiative.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 17, 2020**

IMPACT

IPC intends to ensure that all students at Boise State University receive basic cybersecurity fundamental training to take with them into the marketplace. IPC will work with Idaho employers in need of cybersecurity workers. This includes large enterprise employers, including the State of Idaho, as well as small businesses. The need for a trained cybersecurity workforce is pervasive across industry, irrespective of business size.

Boise State University and its Division of Research and Economic Development have both committed to ongoing support for IPC. Funding has been dedicated to a 1.0 FTE non-academic Director role, as well as a one-time budget of \$100,000 associated with institutional resource startup needs. These funds enable 1.5 FTE for various functions such as conducting industry partner outreach, research, and proposal development. Funds are expected to be utilized as stipends for graduate students and interns to assist with these efforts. Additionally, IPC will develop its own research agenda and seek funding via both public and private funding agencies (National Science Foundation, U.S. Department of Energy, U.S. Department of Defense, J.A. and Kathryn Albertson Family Foundation, etc.). Two grant proposals will be completed and submitted within the first year of operation (2020-2021).

ATTACHMENTS

Attachment 1 – Proposal to create new Institute for Pervasive Cybersecurity

STAFF COMMENTS AND RECOMMENDATIONS

As provided in the program proposal, the proposed research institute aims to support regional and national cybersecurity workforce and research needs, meet demands of employers, and foster partnerships with industry and government that will drive research and project funding. The new institute will also serve as a resource to guide curriculum development and instruction.

The proposal went through the review process and was presented to the Council on Academic Affairs and Programs on November 5, 2020 and to the Instruction, Research, and Student Affairs committee on December 3, 2020. Staff notes that the fiscal impact for the proposed institute surpasses the threshold for Executive Director approval and is being forwarded to the Board for its consideration consistent with Board Policy III.G.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to create an Institute for Pervasive Cybersecurity as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education

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Indicate whether this request is either of the following:

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Todd J. Kilburn

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1 <https://cybersecurityventures.com/jobs/>

2 <https://www.nist.gov/news-events/news/2018/11/new-data-show-demand-cybersecurity-professionals-accelerating>

3 <https://www.gartner.com/en/newsroom/press-releases/2020-07-14-gartner-survey-reveals-82-percent-of-company-leaders-plan-to-allow-employees-to-work-remotely-some-of-the-time>

4 <https://www.mckinsey.com/business-functions/risk/our-insights/cybersecuritys-dual-mission-during-the-coronavirus-crisis>

5 <https://www.nist.gov/cyberframework/framework>

6 <https://niccs.us-cert.gov/workforce-development/cyber-security-workforce-framework>

7 <https://cybersecurityventures.com/security-awareness-training-report/>

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<https://www.mckinsey.com/~media/McKinsey/Business%20Functions/Risk/Our%20Insights/COVID%2019%20crisis%20shifts%20cybersecurity%20priorities%20and%20budgets/COVID-19-crisis-shifts-cybersecurity-priorities-and-budgets.pdf>

ATTACHMENT 1

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I. PLANNED STUDENT ENROLLMENT								
	FY 2021		FY 2022		FY 2023		FY 2024	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments								
B. Shifting enrollments								
Total Enrollment	0	0	0	0	0	0	0	0
II. REVENUE								
	FY 2021		FY 2022		FY 2023		FY 2024	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request								
2. Institution Funds	\$189,000.00	\$100,000.00	\$198,450.00		\$208,372.50		\$218,791.13	
3. Federal								
4. New Tuition Revenues from Increased Enrollments								
5. Student Fees								
6. Other (i.e., Gifts)	\$200,000.00	\$50,000.00	\$225,000.00	\$75,000.00	\$275,000.00	\$95,000.00	\$325,000.00	\$100,000.00
Total Revenue	\$389,000	\$150,000	\$423,450	\$75,000	\$483,373	\$95,000	\$543,791	\$100,000
Ongoing is defined as ongoing operating budget for the program which will become part of the base.								
One-time is defined as one-time funding in a fiscal year and not part of the base.								

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III. EXPENDITURES		FY 2021		FY 2022		FY 2023		FY 2024	
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs									
1. FTE		1.0	1.50	1.0	1.50	1.5	1.50	1.5	1.50
2. Faculty (Buyout)		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
3. Adjunct Faculty		\$0.00	\$12,500.00	\$0.00	\$12,500.00	\$0.00		\$0.00	
4. Graduate/Undergrad Assistants		\$0.00	\$32,500.00	\$0.00	\$32,500.00	\$35,000.00		\$35,000.00	\$0.00
5. Research Personnel		\$0.00	\$20,000.00	\$0.00	\$20,000.00		\$30,000.00	\$45,000.00	\$30,000.00
6. Directors/Administrators		\$135,000.00		\$141,750.00		\$148,837.50		\$156,279.38	
7. Administrative Support Personnel			\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
8. Fringe Benefits		\$54,000.00		\$56,700.00		\$59,535.00		\$62,511.75	
9. Other:		\$0.00		\$0.00		\$0.00		\$0.00	
Total Personnel and Costs		\$189,000	\$75,000	\$198,450	\$75,000	\$243,373	\$40,000	\$298,791	\$40,000
B. Operating Expenditures		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Travel			\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00
2. Professional Services									
3. Other Services									
4. Communications									
5. Materials and Supplies									
6. Rentals									
7. Materials & Goods for Manufacture & Resale									
8. Miscellaneous									
Total Operating Expenditures		\$0	\$20,000	\$0	\$20,000	\$0	\$20,000	\$0	\$20,000

	FY 2021		FY 2022		FY 2023		FY 2024	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment		\$5,000.00		\$7,500.00		\$7,500.00		\$10,000.00
Total Capital Outlay	\$0	\$5,000	\$0	\$7,500	\$0	\$7,500	\$0	\$10,000
	FY 2021		FY 2022		FY 2023		FY 2024	
D. Capital Facilities								
Construction or Major Renovation								
E. Other Costs								
Utilities								
Maintenance & Repairs								
Other								
Total Other Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES:	\$189,000	\$100,000	\$198,450	\$102,500	\$243,373	\$67,500	\$298,791	\$70,000
Net Income (Deficit)	\$200,000	\$50,000	\$225,000	-\$27,500	\$240,000	\$27,500	\$245,000	\$30,000
Budget Notes (specify row and add explanation where needed; e.g., "I.A.B. FTE is calculated using..."):								
I.A.B.								
	The institute is not intended as an academic unit. Therefore, there is no intended increase in enrollment / fee revenue aligned to support it.							
II.6	Revenue in "Other" category includes current & future revenue from industry partners and grants via custom content, research, and partnerships.							



Certificate Of Completion

Envelope Id: F26429688F7041BBB0B960D88E899C95	Status: Completed
Subject: Please DocuSign: Proposal for new Institute for Pervasive Cybersecurity	
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Envelopeld Stamping: Enabled	Holly Mikesell
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1910 University Dr.
	Boise, ID 83725
	hollymikesell@boisestate.edu
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Harold Blackman
haroldblackman@boisestate.edu
Interim Vice- President for Research and Economic Development
Security Level: Email, Account Authentication (None)

Signature

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Tony Roark
troark@boisestate.edu
Security Level: Email, Account Authentication (None)

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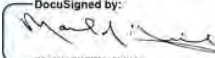
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Electronic Record and Signature Disclosure:
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Mark Heil
markheil@boisestate.edu
Vice President and Chief Financial Officer
Boise State University
Security Level: Email, Account Authentication (None)

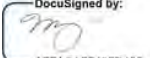
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President Marlene Tromp
melissajensen@boisestate.edu
Security Level: Email, Account Authentication (None)

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<p>President Boise State University president@boisestate.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 9/11/2020 8:12:35 AM Viewed: 9/11/2020 2:11:11 PM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/11/2020 8:12:36 AM
Certified Delivered	Security Checked	9/15/2020 1:20:31 PM
Signing Complete	Security Checked	9/15/2020 1:21:16 PM
Completed	Security Checked	9/15/2020 1:21:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Boise State University - Main Account:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ashleeanderson1@boisestate.edu

To advise Boise State University - Main Account of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ashleeanderson1@boisestate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Boise State University - Main Account

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ashleeanderson1@boisestate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Boise State University - Main Account

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ashleeanderson1@boisestate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Boise State University - Main Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Boise State University - Main Account during the course of your relationship with Boise State University - Main Account.

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TAB	DESCRIPTION	ACTION
1	PLANNING, POLICY AND GOVERNMENTAL AFFAIRS COMMITTEE INITIATIVES AND INTENDED OUTCOMES	Information Item
2	BOARD POLICIS I.T. TITLE IX AND III.P. STUDENTS – SECOND READING	Action Item
3	IDAPA 08.02.03.105 – GRADUATION REQUIREMENTS – COLLEGE ENTRANCE EXAM – PARTIAL WAIVER	Action Item
4	IDAHO COMPREHENSIVE LITERACY PLAN UPDATE	Action Item
5	STATE COMPREHENSIVE ASSESSMENT PROGRAM UPDATE	Information Item
6	STRONG FAMILIES, STRONG STUDENTS GRANT PROGRAM UPDATE	Information Item

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS COMMITTEE

SUBJECT

Initiatives and Priorities

BACKGROUND/DISCUSSION

The Planning, Policy and Governmental Affairs Committee (Committee) is responsible for developing and presenting recommendations to the Board on matters of policy, planning, and governmental affairs. The committee develops and recommends to the Board future planning initiatives and goals. It advises the Board on collaborative and cooperative measures for all education entities and branches of state government necessary to provide for the general supervision, governance and control of the state educational institutions, agencies and public schools, with the goal of producing a seamless educational system.

In addition to the general responsibilities outlined herein, pursuant to the Board's Governing Policies and Procedures and By-laws, the Committee is responsible for making recommendations to the Board in the following areas:

- Long range planning and coordination;
- Initial discussions and direction on strategic policy initiatives and goals;
- Legislative proposals and administrative rules for Board agencies and institutions;
- Coordination and communication with the Governor, the Legislature, and all other governmental entities with regard to items of legislation, Board policy and planning initiatives;
- Review and revision of Board policies, administrative rules and education-related statutes for consistency and compatibility with the Board's strategic direction;
- Reports and recommendations from workgroups and committees pertaining to education policy, planning and governmental affairs, including career technical education;
- Other matters as assigned by the Board.

The Committee is responsible for bringing forth the Board's K-20 strategic planning and performance reporting efforts and the subsequent strategic plan alignment of the institutions and agencies under the Board, including assuring conformance with the State strategic planning requirements. Based on the timeline identified in the Board's annual planning calendar, the Board's annual legislative agenda is set through the legislative ideas, legislative language, and administrative rules brought to the Board through the Committee. In addition to these annual items, the agencies under the Board's governance, as well as the Board's Indian Education Committee, Accountability Oversight Committee, and Data Management Council bring forward recommendations and requests to the Board through the Committee. This work also includes policy recommendations from outside Work groups like the

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previous Governor's Task Force or ongoing initiatives like the Educator Pipeline work.

IMPACT

This report will provide a brief summary of what the Committee is working on in the near future and provide the Board with an opportunity to give input on priority areas.

ATTACHMENTS

Attachment 1 – Planning, Policy and Governmental Affairs Committee Initiatives and Priorities

Attachment 2 – State Board of Education Annual Planning Calendar - Excerpt

STAFF COMMENTS AND RECOMMENDATIONS

Attachment 1 provides a summary of larger initiatives the committee is working on and annual items that come through the committee. Attachment 2 is an excerpt including the timeline when annual items such as the strategic planning, legislation, and administrative rules come to the Board through the Committee. The time lines for final strategic plans, legislative ideas and legislation, and rules are subject to time lines set by the Division of Financial Management.

BOARD ACTION

This item is for informational purposes only.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS COMMITTEE

Long-term Initiatives and Priorities

Learning Loss – How to identify/measure and mitigate learning loss due to the COVID-19 Pandemic. Work in this area will identify:

- ways school districts can identify or measure the loss in learning students have experienced due to the disruptions in education caused by the pandemic;
- strategies for mitigating the effects of the learning loss;
- state policy amendments to incentivize or help facilitate the local education agency work on mitigating learning loss; and
- funding and other resources needed to support local education agencies work to mitigate learning loss. (FY 22 Appropriation/2021 Legislative Session).

Educator Effectiveness, Preparation, Professional Development, and Pipeline – This work was started with the Board's/Idaho's participation in the Network for Transforming Educator Preparation in 2013 and encompasses: the annual educator pipeline work and development of the annual educator pipeline report; educator preparation program quality standards/metrics adopted by the Board and subsequent annual report; educator preparation program/certification standards; and expansion of professional development resources (2012/2013 K-12 Task Force Recommendation Adopted by Board). New areas include work around teaching and learning in a remote environment. Educator effectiveness and preparation are impacted through three areas the Board uses for setting statewide policy:

- Board Governing Policies and Procedures (public educator preparation programs only);
- Administrative Code (preparation program standards – public and private programs, and certification requirements) – subject to annual timeline
- Idaho Statute (Minimum state requirements for certification, Board approval of programs, etc.) – subject to annual timeline

K-12 Task Force Recommendations (2012/2013 and transition to 2019 Task Force)

– This work includes moving forward/completing the original K-12 Task Force recommendations adopted by the Board and the 2019 K-12 Task Force (Our Kids, Idaho's Future) recommendations adopted by the Board:

- 2012/2013/2014 Recommendations (this is a partial list of ongoing items)
 - Mastery Based Education System
 - Idaho Core Standards – Maintain rigorous content standards
 - Literacy Proficiency
 - Accountability system based on student outcomes
 - LEA strategic planning, assessment, and continuous improvement
 - Statewide electronic and site-based collaboration system/ Mentoring/ Ongoing Job-embedded Professional Learning/ Professional Development (including training and development of school administrators, superintendents, and school boards)/ Improved education preparation

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- 2019 Recommendations (adopted February 2020)
 - Statewide Accountability: Focusing Our Efforts on K-3 Literacy
 - Greater All-Day K Opportunities to Support K-3 Literacy and Future Student Achievement
 - Building Out and Updating the Career Ladder to Elevate the Profession, and Retain Effective Educators
 - Addressing Social and Emotional Issues to Support Student Learning
 - Strategic Alignment and Increased Flexibility in K-12 Funding Formula

Postsecondary Task Force Recommendations – K-20 Guided Pathways - This effort encompasses the task force recommendations that were adopted by the Board and assigned to the committee, including:

- Consolidation of governmental affairs directors' efforts for a more coordinated and effective approach to advocating for postsecondary education with the Legislature;
- Updates to the strategic plan around the 60% educational attainment goal and transitioning from a population goal to institution production targets to meet the workforce need;
- Structural change aligning K-12 and postsecondary, including college and career advising, graduation requirement, and guided pathways (P-20).
- Workforce Development Task Force recommendation related to career technical education.

P-20W SLDS and Data Dashboard – Enhanced education data transparency and access. Continue buildout of public-facing data dashboard that allows state policy makers, parents, students, school administrators, and institution staff access to reports produced using data collected in the statewide longitudinal data system. This includes implementation of the Ad-hoc legislative workgroup data elements. Included in K-20 strategic plan in 2016 and ongoing.

Career Technical Education Workgroup Recommendations (Adopted February 2020)

State and Federal Accountability – This work is tied to the earlier K-12 task force work mentioned above, the development of the current statewide accountability framework and the evaluation and updating of the state's accountability system. This work encompasses not only the accountability framework and aligned Federal State Consolidated Plan, but also considerations regarding state graduation requirements and the state's comprehensive assessment system.

Annual Policy and Strategic Planning Considerations

- Administrative Rules – Negotiated Rulemaking used to set state education policy (has the force and effect of law), goes to the legislature to accept or reject each year at the end of the cycle.
- Legislative Ideas/Legislation – Statewide education policy submitted to the legislature through the executive agency legislative process.
 - Legislative Ideas approved in June

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- Legislation approved in August
- Strategic Planning and Performance Measure Reporting – Sets Board/State K-20 Education Goals and measures performance towards meeting those goals (subject to statutory requirements and Division of Financial Management timelines).
- Board Governing Policies and Procedures – Used to set ongoing requirements for the institutions and agencies under the Board's governance and oversight. Those areas of policy that do not reside in Section II, Human Resources Policies and Procedures, Section III, Postsecondary Affairs, or Section V, Financial Affairs. All other sections go through Committee.

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Master Planning Calendar (Updated August 2019)

Month	<u>Strategic Planning</u>	<u>Performance Reporting</u>	<u>Budgeting</u>	<u>Administrative Rules/Legislation</u>	<u>Communications</u>
Jan	Agencies and Institutions start updating their strategic plan based on SBOE guidance and strategic plan.	The SBOE reviews NWCCU accreditation results as available.	Board presents budget to the legislature	Rules and legislation are presented to the legislature	SBOE presentations to JFAC OSBE distributes annual Fact Book to legislators OSBE Financial Aid/FAFSA Awareness
Feb	Board approves K-20 Education Strategic Plan Agencies and institutions submit their strategic plans to the PPGA Committee for review and discussion prior to April Board meeting submittal.		Line item categories are developed and reviewed by the Presidents' Council and the BAHF Committee		OSBE presentation to germane committees
Mar	Agencies and Institutions finalize their strategic plan updates for submission to the SBOE prior to <u>April</u> agenda cutoff.	Institutions and agencies revise performance measures and benchmarks to align with strategic plan. <u>Early-April</u> agencies and institutions submit <u>proposed</u> performance measures/benchmarks (including continued use of current measures, if appropriate) for review/approval by OSBE. (Note: These measures are for the fiscal year beginning July 1 of the previous year)			
Apr	SBOE reviews and approves updated institution and agency strategic plans OSBE/SBOE receives final DFM strategic plan guidance	SBOE/OSBE receives final DFM performance reporting guidance (for agencies and institutions). SBOE reviews and approves agency and institution <u>proposed</u> performance measures and benchmarks through strategic plan approval.	SBOE is briefed on next FY legislative appropriations as it impacts education agencies and institutions. SBOE approves line item categories for the institutions.	SBOE is briefed on new legislation as it impacts education agencies and institutions. OSBE meets with institution government affairs directors regarding impact of legislation and off-session legislative strategy	

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<u>Month</u>	<u>Strategic Planning</u>	<u>Performance Reporting</u>	<u>Budgeting</u>	<u>Administrative Rules/Legislation</u>	<u>Communications</u>
May	SBOE Conducts SBOE Governed institutions Presidents evaluations SBOE reviews self-assessment and makes recommendations for improvements. Executive Director Conducts Agency Heads evaluations.			Agencies and institutions submit legislative ideas for PPGA Committee review and recommendation to Executive Director.	
Jun			OSBE provides MCO budget guidelines and templates to the agencies and institutions for submission (prior to <u>August</u> Board agenda deadline). BAHR provides guidance on submitted line items to institutions and agencies prior to submittal of line items for SBOE action in August.	PPGA reviews and provides guidance to Executive Director on <u>proposed</u> agency and institution legislative ideas. OSBE/Executive Director submits legislative ideas to DFM prior to the required <u>July 12</u> deadline.	SBOE staff meets with legislators in Eastern Idaho (Idaho Falls)
Jul	OSBE submits SBOE approved agency and institution strategic plans (revised if required by the Board) to DFM by the <u>July 1</u> deadline.		Agencies and institutions submit estimated MCO budget to OSBE prior to <u>August</u> Board agenda deadline.	New legislation from prior session takes effect July 1. Department of Administration publishes proposed rules and 21 day review period is commenced. Governor's Office and DFM review legislative ideas. OSBE begins development of approved legislative ideas into draft legislation (as appropriate) for consideration at August Board meeting. Legislative language submitted by <u>August</u> agenda cutoff.	

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<u>Month</u>	<u>Strategic Planning</u>	<u>Performance Reporting</u>	<u>Budgeting</u>	<u>Administrative Rules/Legislation</u>	<u>Communications</u>
Aug		<p>Agencies and institutions submit agency and institution performance reports to OSBE in <u>early-August</u>. Performance Measure reports include Board required system wide performance measures and performance measures approved from the strategic plans.</p> <p>OSBE submits agency and institution performance reports to DFM by the required <u>August 30</u> deadline.</p>	<p>-SBOE reviews and approves <u>final</u> budget request for next FY.</p> <p>-Draft budget request input to DFM automated system (by agencies and institutions) with a copy of supporting materials sent to OSBE.</p> <p>-OSBE reviews agency and institution budget submissions to ensure compliance with SBOE guidance.</p> <p>In <u>late-August</u> all budget documents returned to OSBE for final submission to DFM and LSO. DFM Deadline for submittal August 30</p>	<p>Board approves any proposed administrative rules. August 30 last day to submit proposed legislative ideas for next session to DFM/Admin Rules</p> <p>Proposed legislation is approved by SBOE.</p> <p>Proposed (final draft) legislation is due to DFM <u>August 16</u>.</p>	<p>SBOE staff meets with legislators in Southern Idaho (Twin Falls) and Eastern Idaho (Pocatello)</p> <p>OSBE begins planning for annual Fact Book</p>
Sep	SBOE conducts self-assessment.		Final budget requests forwarded to DFM and LSO by <u>September 1st</u> deadline.	Department of Administration publishes proposed rules and 21 day review period is commenced.	OSBE planning for College Application Week
Oct		SBOE reviews performance data from institutions and agencies for the previous year. Review forms the basis for revising strategic plan.	Authorized budget request revisions due to DFM October 30	DFM forwards legislation to LSO by <u>mid-October</u> . Board approves Pending Rules, modifications are made based on public comment.	SBOE staff meets with legislators in North Idaho (Lewiston/Moscow)
Nov	Staff develops and finalizes the annual update to the strategic plan.	OSBE updates performance measures to align with the Board's strategic plan.		<p>-Proposed legislation in <u>bill format</u> returned by LSO to OSBE for review and final changes.</p> <p>-Pending rules not approved in October are approved. (Special Board Meeting). Pending rules are submitted to the legislature for consideration. Temporary rules take effect when approved by the Board.</p>	OSBE annual College Application Week

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<u>Month</u>	<u>Strategic Planning</u>	<u>Performance Reporting</u>	<u>Budgeting</u>	<u>Administrative Rules/Legislation</u>	<u>Communications</u>
				Pending rules take effect at the end of the legislative session. November 29 final date for submitting pending rules to DFM/Admin rules for consideration during next session.	
Dec				<u>Early-December</u> is the final date for changes to bills (legislative proposals). Bills with substantive changes are resubmitted to SBOE for final approval at special Board meeting if needed..	SBOE staff meets with legislators in North Idaho (Coeur d'Alene) OSBE finalizes annual Fact Book OSBE coordinates with institutions on JFAC presentations

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SUBJECT

Amendment to Board Policy I.T. Title IX and Board Policy III.P. Students – Second Reading

REFERENCE

April 2016	The Board approved the first reading of Board Policy I.T. Title IX and a second reading of III.P Students.
June 2016	The Board approved the second reading of Board Policy I.T. Title IX and discussed the institutions providing additional information regarding their compliance with the new policy requirements and their internal appeal processes at a future Board meeting.
December 2016	Board considered first reading of proposed changes to Board Policies I.T. and III.P. limiting appeals related to Title IX claims to procedural appeals.
February 2017	Board approved second reading of proposed changes to Board Policies I.T. and III.P.
June 2017	Board approved first reading of proposed changes to Board Policies I.T. and III.P. providing clarification to the procedural appeals process at the request of Boise State University.
August 2017	Board approved second reading of proposed changes to Board Policies I.T. and III.P.
October 2020	Board approved first reading of proposed amendments to Board Policies I.T. and III.P. aligning the policies to Federal Title IX guidance and limiting the ability for appeals regarding Title IX to be made to the Board.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.T.
Idaho State Board of Education Governing Policies & Procedures, Section III.P.
20 U.S.C. § 1681 (Title IX)
34 C.F.R. Part 106
85 Federal Register 30026

BACKGROUND/DISCUSSION

On May 19, 2020, the U.S. Department of Education published in the Federal Register final rules implementing Title IX's prohibition on discrimination on the basis of sex as they relate to an institution's obligation to respond to reports of sexual harassment. The final rules went into effect on August 14, 2020. Per the notice published in the Federal Register, "The final regulations specify how recipients of Federal financial assistance covered by Title IX, including elementary and secondary schools as well as postsecondary institutions, (hereinafter collectively referred to as "recipients" or "schools"), must respond to allegations of sexual harassment consistent with Title IX's prohibition against sex discrimination. These regulations are intended to effectuate Title IX's prohibition against sex

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discrimination by requiring recipients to address sexual harassment as a form of sex discrimination in education programs or activities. The final regulations obligate recipients to respond promptly and supportively to persons alleged to be victimized by sexual harassment, resolve allegations of sexual harassment promptly and accurately under a predictable, fair grievance process that provides due process protections to alleged victims and alleged perpetrators of sexual harassment, and effectively implement remedies for victims.”

After a review of the Board's existing policies relating to Title IX, attorneys for the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College determined that two Board policies need to be amended to remain consistent with Title IX regulations and guidance from the U.S. Department of Education and to not conflict with the new regulations. The attorneys for all four institutions have reviewed and support the proposed amendments.

In addition to the amendments to bring Board Policy I.T. into alignment with the new Title IX regulations, the institutions have proposed an additional amendment to Policy I.T. which would prevent students from appealing matters involving Title IX to the Board under Board Policy III.P.19.

IMPACT

The proposed amendments, if adopted, will bring Board policy into compliance with the new Title IX Regulations and limit the ability for students to appeal to the Board on issues related to Title IX violations.

ATTACHMENTS

Attachment 1 – Proposed Amendments to Board Policy I.T. – Title IX

Attachment 2 – Proposed Amendments to Board Policy III.P – Students

STAFF COMMENTS AND RECOMMENDATIONS

There were no comments received between the first and second reading of the proposed policy amendments. No changes have been made between the first and second readings of the two policies.

BOARD ACTION

I move to approve the second reading of the amendments to Board Policy I.T. Title IX, as provided in Attachment 1, and Board Policy III.P. Students, as provided in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: T. Title IX

[August 2017](#)[December 2020](#)

1. This subsection shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "Institutions").

Title IX of the Education Amendments of 1972 and its implementing regulations, 34 C.F.R. [See Part 106](#) ("Title IX"), prohibit discrimination on the basis of sex in federally funded education programs and activities. Title IX protects students, employees, applicants for admission and employment, and campus visitors from all forms of [discrimination on the basis of sex, including sexual harassment, as defined in 34 C.F.R. § 106.30, and retaliation, as defined in 34 C.F.R. § 106.71.](#)~~including sexual violence and gender-based harassment.~~

~~Sexual violence includes sexual intercourse without consent, sexual assault, and sexual coercion. Prohibited gender-based harassment may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping, even if those acts do not involve conduct of a sexual nature.~~

This Policy is intended to supplement, not duplicate, [the Title IX regulations in 34 CFR Part 106 addressing allegations of sexual harassment.](#) ~~guidance from the federal Department of Education's Office of Civil Rights ("OCR") for Institutions regarding their compliance with Title IX, specifically in regard to sexual harassment or sexual violence.~~ Institutions should go beyond the requirements of this policy as necessary to address Title IX issues unique to individual campus populations so that students are able to fully receive the benefits of educational programs.

2. Institution Title IX policies.

Each institution shall publish its Title IX policies and procedures for students, staff and faculty. Such policies and procedures shall be updated as necessary and appropriate to comply with Title IX and guidance from [the U.S. Department of Education's Office of Civil Rights \(OCR\)](#). Title IX coordinators shall be involved in the drafting and revision of such policies to ensure compliance with Title IX. If an institution is represented by legal counsel, its attorney also shall review the institution's policies for compliance with Title IX and OCR guidance. Policies shall clearly describe the process for resolving [allegations of sexual harassment](#)~~violations of Title IX.~~

3. Notification of institution Title IX policy and resources.

Notification of [an institution's](#) Title IX policy and resources shall be readily accessible. Institutions shall ensure that the notices of nondiscrimination on the basis of sex required by Title IX are placed prominently on their website home pages, in addition to the placement of notices in offices where students receive services, and included in printed publications for general distribution. Webpage notices shall include easily accessible links to all applicable institution policies as well as a clear and succinct direction regarding:

- reporting [allegations of sexual harassment](#)~~Title IX violations or discrimination on the basis of sex~~
- [supportive measures](#)~~accommodations and services~~ available for complainants [and respondents in cases in which the institution has actual knowledge of a report of sexual harassment](#)
- the investigation and hearing process, including appeal rights, and all applicable time frames
- the institution's Title IX coordinator, including the Title IX coordinator's name and contact information

4. Title IX Coordinators.

Each institution shall designate a Title IX Coordinator who shall be an integral part of an institution's systematic approach to ensuring Title IX compliance. Title IX coordinators shall have the institutional authority and resources necessary to promote an educational environment that is free of discrimination [on the basis of sex](#), which includes stopping any harassment and preventing any reoccurring harassment, as well as the authority to implement [supportive measures](#)~~accommodations~~ during an investigation [to restore or preserve equal access to the institution's education program or activity, protect the safety of all parties or the institution's educational environment, or deter sexual harassment.](#)~~so that the complainant does not suffer additional effects of the sexual discrimination or violence.~~

Institutions are encouraged to facilitate regular communication between Title IX coordinators in order for them to share best practices and training resources.

5. Education of Students and Training to Prevent Sexual Violence.

Institutions shall implement evidence informed strategies that seek to prevent sexual harassment, sexual assault, gender based violence and high-risk activities, including alcohol education programming and other student outreach efforts (e.g. bystander education programming). Data shall be collected from an institution's constituency on a regular basis to evaluate and improve on the institution's efforts to prevent sexual discrimination.

6. Education of parties receiving or adjudicating [allegations of sexual harassment](#)~~Title IX complaints~~.

All employees shall receive training pertaining to Title IX and the institution's Title IX policy. Employees likely to witness or receive reports of sexual harassment ~~and sexual violence~~ shall receive enhanced training which, at a minimum, includes the requirements of Title IX, the proper method for reporting sexual harassment ~~and sexual violence~~, and the institution's responsibilities for responding to reports of sexual harassment ~~and sexual violence~~. Institution employees who will likely require enhanced training include: Title IX coordinators, campus law enforcement personnel, student conduct board members, student affairs personnel, academic advisors, residential housing advisors, and coaches. All employees who learn of an allegation of sexual harassment, ~~including sexual violence and gender-based harassment~~, (and are not required by law to maintain the confidentiality of the disclosure, such as licensed medical professionals or counselors) are required to report it to the Title IX coordinator within 24 hours.

Fact finders and decision makers involving resolution of allegations of sexual harassment ~~Title IX violations~~ shall also have adequate training or knowledge regarding sexual assault, including the interpretation of relevant medical and forensic evidence.

Institutions shall also comply with the training requirements in 34 C.F.R. § 106.45(b)(1)(iii).

7. Investigation and resolution of allegations of sexual harassment ~~Title IX violations~~

An institution's response to allegations of sexual harassment shall in all respects comply with the requirements of 34 C.F.R. Part 106. An institution's policy shall require the decision maker to use a preponderance of the evidence standard in determining whether the respondent committed the alleged sexual harassment take immediate steps to protect a complainant in the educational setting. Individuals reporting being subjected to sexual violence shall be notified of counseling and medical resources, and provided with necessary accommodations such as academic adjustments and support services, and changes to housing arrangements. In some cases, a complainant may need extra time to complete or re-take a class or withdraw from a class without academic or financial penalty. Institutions shall not wait for the conclusion of a criminal investigation or proceeding before commencing a Title IX investigation.

Institution Title IX policies shall include a prompt and equitable process for resolution of complaints as early as possible in order to effectively correct individual or systemic problems. Both the complainant and the respondent shall be provided an opportunity to explain the event giving rise to the complaint. Once an institution has completed its investigation report, both the complainant and the respondent shall be given an opportunity to review the report and to provide a written response to it within a

~~reasonable amount of time. All timeframes shall be clearly communicated with the parties and regular status updates shall be provided. Both parties to a complaint shall be notified in writing of the outcome of the complaint, including whether sexual harassment or violence was found based upon a preponderance of the evidence to have occurred and, in accordance with federal and state privacy laws, the sanction imposed. Both the complainant and respondent shall have the same rights of appeal.~~

In cases involving a student-respondent, withdrawal from the institution shall not be used as a method to avoid completion of the investigation. ~~An institution may place a hold on a student-respondent's student account or otherwise temporarily restrict his or her ability to request an official transcript until completion of the investigation.~~

8. Disciplinary Actions

If ~~any person~~ student is found to have committed an act of sexual harassment (as defined in 34 C.F.R. § 106.30) in violation of an institution's policy ~~violated an institution's Title IX policy~~, disciplinary action shall be imposed in accordance with the institution's student code of conduct policy for resolving allegations of sexual harassment. If ~~the~~ student is suspended or expelled, that action shall be noted in the student's education records and communicated to a subsequent institution at which the student seeks to enroll, provided that the subsequent institution or student has requested the student's education record from the prior institution. ~~If an institution employee is found to have violated an institution's Title IX policy, disciplinary action will be imposed in accordance with the applicable institution's human resources policies and procedures.~~

9. Appeals

Notwithstanding any other policy to the contrary, all decisions regarding allegations of sexual harassment (as defined in 34 C.F.R. § 106.30) rest solely with the institution and are not appealable to the Board, regardless of the complainant's or respondent's status as an employee, student, or other affiliation with the institution.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: P. STUDENTS

December ~~2017~~2020

The following policies and procedures are applicable to or for any person designated as a student at an institution under governance of the Board. A "student" means any person duly admitted and regularly enrolled at an institution under governance of the Board as an undergraduate, graduate, or professional student, on a full-time or part-time basis, or who is admitted as a non-matriculated student on or off an institutional campus.

1. Nondiscrimination

It is the policy of the Board that institutions under its governance must provide equal educational opportunities, services, and benefits to students without regard to race, color, religion, sex, national origin, age, handicap, or veterans status, including disabled veterans and veterans of the Vietnam era in accordance with:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance.
- c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance.
- d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- e. Chapter 59, Title 67, Idaho Code, and other applicable state and federal laws.

2. Sexual Harassment

- a. Each institution must establish and maintain a positive learning environment for students that is fair, humane, and responsible. Sexual discrimination, including sexual harassment, is inimical to any institution.
- b. Sexual harassment violates state and federal laws and the Governing Policies and Procedures of the Board. "Sexual harassment" is defined by the regulations implementing Title IX at 34 C.F.R. § 106.30(a).~~means an unwelcomed sexual~~

~~advance, request for sexual favors, or behavior, oral statements, or physical conduct of a sexual nature when:~~

- ~~i. submission to such conduct is made either explicitly or implicitly a term or condition of a student's grade, receipt of a grade, or status as a student;~~
- ~~ii. an individual student's submission to or rejection of such conduct is used as a basis for a decision affecting the student; or~~
- ~~iii. such conduct has the purpose or effect of substantially interfering with a student's learning or learning performance, or creating an intimidating, hostile, or offensive learning environment.~~

- c. Each institution must develop and make public procedures providing for the prompt response, in a manner that is not deliberately indifferent, to allegations of sexual harassment in the institution's education programs or activities of which the institution has actual knowledge. Each institution's policies and procedures must comply with the regulations in 34 C.F.R. Part 106., confidential, and equitable resolution of student complaints alleging an act of sex-based discrimination, including sexual harassment.

3. Academic Freedom and Responsibility

Institutions of postsecondary education are conducted for the common good and not to further the interests of either the individual student or the institution as a whole. Academic freedom is fundamental for the protection of the rights of students in learning and carries with it responsibilities as well as rights.

Membership in an academic community imposes on students an obligation to respect the dignity of others, to acknowledge the right of others to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus of an institution. Expression of dissent and attempts to produce change may not be carried out in ways which injure individuals, damage institutional facilities, disrupt classes, or interfere with institutional activities. Speakers on the campuses must not only be protected from violence but must also be given an opportunity to be heard. Those who seek to call attention to grievances must do so in ways that do not significantly impede the functioning of the institution.

Students are entitled to an atmosphere conducive to learning and to fair and even treatment in all aspects of student-teacher relationships. Teaching faculty may not refuse to enroll or teach a student because of the student's beliefs or the possible uses to which the student may put the knowledge gained from the course. Students must not be forced by the authority inherent in the instructional role to make personal or political choices.

4. Catalog and Representational Statements

Each institution will publish its official catalogue and admissions, academic, and other policies and procedures which affect students. (See *also* "Roles and Missions," Section III, Subsection I-2.)

Each institutional catalogue must include the following statement:

Catalogues, bulletins, and course or fee schedules shall not be considered as binding contracts between [institution] and students. The [institution] reserves the right at any time, without advance notice, to: (a) withdraw or cancel classes, courses, and programs; (b) change fee schedules; (c) change the academic calendar; (d) change admission and registration requirements; (e) change the regulations and requirements governing instruction in and graduation from the institution and its various divisions; and (f) change any other regulations affecting students. Changes shall go into force whenever the proper authorities so determine and shall apply not only to prospective students but also to those who are matriculated at the time in [institution]. When economic and other conditions permit, the [institution] tries to provide advance notice of such changes. In particular, when an instructional program is to be withdrawn, the [institution] will make every reasonable effort to ensure that students who are within two (2) years of completing graduation requirements, and who are making normal progress toward completion of those requirements, will have the opportunity to complete the program which is to be withdrawn.

No employee, agent, or representative of an institution may make representations to, or enter into any agreement with, or act toward any student or person in a manner which is not in conformity with Board Governing Policies and Procedures or the approved policies and procedures of the institution.

5. Student Records

The collection, retention, use, and dissemination of student records is subject to the requirements of the Family Educational Rights and Privacy Act of 1974, as amended, and implementing regulations. Each institution will establish policies and procedures for maintenance of student records consistent with the act and implementing regulations and will establish and make public an appeals procedure which allows a student to contest or protest the content of any item contained in his or her institutional records.

6. Residency Status - Procedure for Determination

Rules and procedures for the determination of residency status for purposes of paying nonresident tuition are found in the State Board of Education Rule Manual IDAPA 08.01.04.

7. Full-Time Students

a. Undergraduate Student

For fee and tuition purposes, a “full-time” undergraduate student means any undergraduate student carrying twelve (12) or more credits (or equivalent in audit and zero-credit registrations).

i. Student Body Officers and Appointees

For fee and tuition purposes, the president, vice president, and senators of the associated student body government are considered full-time students when carrying at least the following credit loads: (a) president, three (3) credits and (b) vice president and senators, six (6) credits.

ii. Editors

Editors of student published newspapers are recognized as full-time students when carrying a three credit load, and associate editors are recognized as full-time students when carrying a six credit load.

b. Graduate Student

For fee and tuition purposes, a “full-time” graduate student means any graduate student carrying nine (9) or more credits, or any graduate student on a full appointment as an instructional or graduate assistant, regardless of the number of credits for which such instructional or graduate assistant is registered.

8. Student Governance

The students at each institution may establish a student government constitution for their own duly constituted organization, which must be consistent with Board Governing Policies and Procedures. Each student constitution must be reviewed and approved by the Chief Executive Officer. Any amendments to the student constitution must also be reviewed and approved by the Chief Executive Officer.

9. Student Financial Aid

Each institution will establish policies and procedures necessary for the administration of student financial aid.

a. Transfer of Delinquent National Direct Student Loans. (See Section V, Subsection P)

b. Student Financial Aid Fraud

Each institution under governance of the Board should, as a matter of policy, initiate charges against individuals who fraudulently obtain or misrepresent themselves with respect to student financial aid.

10. Fees and Tuition

a. Establishment

Policies and procedures for establishment of fees, tuition, and other charges are found in Section V, Subsection R, of the Governing Policies and Procedures.

b. Refund of Fees

Each institution will develop and publish a schedule for refund of fees in the event a student withdraws in accordance with regulations governing withdrawal.

11. Student Employees

a. Restrictions

No student employee may be assigned to duties which are for the benefit of personal and private gain, require partisan or nonpartisan political activities, or involve the construction, operation, or maintenance of any part of any facility which is used for sectarian instruction or religious worship. No supervisor may solicit or permit to be solicited from any student any fees, dues, compensation, commission, or gift or gratuity of any kind as a condition of or prerequisite for the student's employment.

b. Policies and Procedures

Each institution will develop its own policies and procedures regarding student employment, including use of student employment as a part of financial assistance available to the student. Such policies and procedures must ensure that equal employment opportunity is offered without discrimination and that wage administration is conducted in a uniform manner. Such policies also must include a statement of benefits available to student employees, if appropriate.

c. Graduate Assistants

Each institution is delegated the authority to appoint within the limitations of available resources graduate assistants in a number consistent with the mission of the institution. Graduate assistantships are established to supplement a graduate student's course of study, with employment appropriate to the student's academic pursuits.

Each institution will establish its own procedures for appointment of graduate assistants which will include (a) qualifications, (b) clear and detailed responsibilities in writing, and (c) maximum number of hours expected and wages for meeting those requirements.

Matriculation, activity, and facility fees for graduate assistants will be paid either by the student or by the department or academic unit on behalf of the student. Graduate students will be covered by appropriate insurance in accordance with institutional procedures for work-related illness or injury.

d. Hourly or Contractual Employment

Each institution may employ students on an hourly or contractual basis in accordance with the needs of the various departments or units, available funds, and rules of the Division of Human Resources (or the University of Idaho classified employee system) or federal guidelines when work-study funds are used.

12. Student Conduct, Rights, and Responsibilities

Each institution will establish and publish a statement of student rights and a code of student conduct. The code of conduct must include procedures by which a student charged with violating the code receives reasonable notice of the charge and is given an opportunity to be heard and present testimony in his or her defense, and an opportunity to appeal any disciplinary action. Such statements of rights and codes of conduct, and any subsequent amendments, are subject to review and approval of the chief executive officer.

Sections 33-3715 and 33-3716, Idaho Code, establish criminal penalties for conduct declared to be unlawful.

13. Student Services

Each institution will develop and publish a listing of services available to students, eligibility for such services, and costs or conditions, if any, of obtaining such services.

14. Student Organizations

Each student government association is responsible, subject to the approval of the institution's chief executive officer, for establishing or terminating student organizations supported through allocation of revenues available to the association. Expenditures by or on behalf of such student organizations are subject to rules, policies, and procedures of the institution and the Board.

15. Student Publications and Broadcasts

Student publications and broadcasts are independent of the State Board of Education and the institutional administration. The institutional administration and the State Board of Education assume no responsibility for the content of any student publication or broadcast. The publishers or managers of the student publications or broadcasts are solely liable for the content.

16. Student Health Insurance

Students are responsible for making arrangements for coverage of their medical needs while enrolled in a post-secondary institution on a part- or full-time basis. Accidents, injuries, illnesses, and other medical needs of students (with limited exceptions in the case of student employees of an institution who experience workplace injuries within the course and scope of their employment) typically are not covered by the institution's insurance policies. The types and levels of medical/clinical support services available to students varies among the institutions and among the local communities within which institutions conduct operations.

a. Health Insurance Coverage Offered through the Institution

Each institution, at the discretion of its chief executive officer, may provide the opportunity for students to purchase health insurance through an institution-offered plan. Institutions are authorized to provide student health insurance plans through consortium arrangements, when this option serves the interests of students and administration. Institutions which elect to enter contractual arrangements to offer student health insurance plans (either singly or through consortium arrangements) should comply with applicable Board and State Division of Purchasing policies. Institutions which elect to offer health insurance plans to their students are authorized, at the chief executive officer's discretion, to make student participation in such plans either optional or mandatory.

b. Mandatory Student Health Insurance

Each institution, at the discretion of its chief executive officer, may require all or specified groups (for example, international students, intercollegiate athletes, health professions students engaged in clinical activities, student teachers, etc.) to carry health insurance that meets coverage types and levels specified by the institution. Administration and enforcement of any such health insurance requirements, and procedures for dealing with any exceptions thereto, lie within the authority of the institution presidents or their designees.

c. Other Medical Support Services and Fees

Institutions are authorized to support or supplement students' medical needs through services provided by college/university clinics, health centers, cooperative arrangements with community/regional health care providers, etc. In cases where such services are provided, institutions are authorized to establish optional or mandatory fees to cover the delivery cost of such services.

d. Financial aid considerations

Any medical insurance or health services-related fees which are mandated by an institution as a condition of participation in any institutional program are considered

a bona fide component of the institution's cost of college and are a legitimate expenditure category for student financial aid.

17. Student Vaccine Informational Materials

Each institution shall provide current information on vaccine-preventable disease to each student at the time of admission or enrollment for classes. The information shall include, at a minimum:

- a. symptoms, risks, especially as the risks relate to circumstances of group living arrangements for vaccine-preventable diseases that are known to occur in adolescents and adults;
- b. current recommendations by the United States Centers for Disease Control and Prevention on Category A and B vaccines;
- c. information regarding where the vaccinations can be received; and
- d. the benefits and risks of vaccinations, and specific information for those persons at higher risk for the disease.

18. Students Called to Active Military Duty

The Board strongly supports the men and women serving in the National Guard and in reserve components of the U.S. Armed Forces. The Board encourages its institutions to work with students who are called away to active military duty during the course of an academic term and provide solutions to best meet the student's current and future academic needs. The activated student, with the instructor's consent, may elect to have an instructor continue to work with them on an individual basis. Additionally, institutions are required to provide at least the following:

- a. The activated student may elect to completely withdraw. The standard withdrawal deadlines and limitations will not be applied. At the discretion of the institution, the student will receive a "W" on his or her transcript, or no indication of enrollment in the course(s).
- b. One hundred percent (100%) of the paid tuition and/or fees for the current term will be refunded, as well as a pro-rated refund for paid student housing fees, meal-plans, or any other additional fees. Provided, however, that if a student received financial aid, the institution will process that portion of the refund in accordance with each financial aid program.

19. Student Complaints/Grievances.

- a. The State Board of Education and Board of Regents of the University of Idaho, as the governing body of the state's postsecondary educational institutions, has

established the following procedure for review of institution decisions regarding student complaints/grievances:

- i. The Board designates its Executive Director as the Board's representative for reviewing student complaints/grievances, and authorizes the Executive Director, after such review, to issue the decision of the Board based on such review. The Executive Director may, in his/her discretion, refer any matter to the Board for final action/decision.
- ii. A current or former student at a postsecondary educational institution under the governance of the Board may request that the Executive Director review any final institutional decision relating to a student's attendance at the institution, except as set for under paragraph iii. The student must have exhausted the complaint/grievance resolution procedures that have been established at the institution level. The Executive Director will not review complaints/grievances that have not been reported to the institution, or processed in accordance with the institution's complaint/grievance resolution procedures.
- iii. Matters involving a violation of an institution's code of student conduct will only be reviewed if the basis for the request is that the institution substantially failed to follow its procedures resulting in a failure to give the student reasonable notice of the violation and opportunity to be heard, or to present testimony. Sanctions imposed by the institution will remain in effect during the pendency of the review.
- iv. A request for review must be submitted in writing to the Board office to the attention of the Chief Academic Officer, and must contain a clear and concise statement of the reason(s) for Board review. Such request must be received in the Board office no later than thirty (30) calendar days after the student receives the institution's final decision on such matter. The student has the burden of establishing that the final decision made by the institution on the grievance/complaint was made in error. A request for review must include a copy of the original grievance and all proposed resolutions and recommended decisions issued by the institution, as well as all other documentation necessary to demonstrate that the student has strictly followed the complaint/grievance resolution procedures of the institution. The institution may be asked to provide information to the Board office related to the student complaint/grievance.
- v. The Chief Academic Officer will review the materials submitted by all parties and make a determination of recommended action, which will be forwarded to the Executive Director for a full determination. A review of a student complaint/grievance will occur as expeditiously as possible.

- vi. The Board office may request that the student and/or institution provide additional information in connection with such review. In such event, the student and/or institution must provide such additional information promptly.
 - vii. The Board's Executive Director will issue a written decision as to whether the institution's decision with regard to the student's complaint/grievance was proper or was made in error. The Executive Director may uphold the institution's decision, overturn the institution's decision, or the Executive Director may remand the matter back to the institution with instructions for additional review. Unless referred by the Executive Director to the Board for final action/decision, the decision of the Executive Director is final.
- b. The Board staff members do not act as negotiators, mediators, or advocates concerning student complaints or grievances.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 17, 2020**

SUBJECT

IDAPA 08.02.03.105 – Graduation Requirements – Partial Waiver - College Entrance Exam

REFERENCE

February 2017	Board approved proposed amendments to Section 33-512, Idaho Code be submitted to the legislature for consideration. Amendments would allow the Board to waive a portion of the required instructional hours in the case of a state or county emergency when all schools in a school district are impacted by extended closures and when school districts provide assurances that only the minimum hours were being requested for waiver.
March 23, 2020	Board approved partial waiver of IDAPA 08.02.03.105, waiving the college entrance exam and senior project graduation requirements for students graduating in 2020.
October 2020	Board approved partial waiver of IDAPA 08.02.03.105, waiving the senior project graduation requirement for students graduating in 2021.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-105 and 33-1612, Idaho Code
Idaho Administrative Code, IDAPA 08.02.01 - Administration and 08.02.03.105, High School Graduation Requirements

BACKGROUND/DISCUSSION

In accordance with IDAPA 08.02.03.105, students must take a college entrance exam to meet minimum state graduation requirements. This requirement was put in place as part of the high school redesign efforts in 2006, effective for students entering the 9th grade in 2009. At that time it was determined that many students were choosing not to take a college entrance exam because they did not feel they would be successful in college or had just not contemplated going on to some form of postsecondary education after high school. It was also determined that the cost of taking the exam was a barrier. By requiring a college entrance exam as part of the State's minimum graduation requirements, the Board and the State Department of Education were able to advocate for and received funding for a statewide administration of a college entrance exam, allowing students the opportunity to take the exam during their junior year at no cost to themselves. Through State procurement processes, the College Board and the SAT were contracted with to provide the exam. The statewide administration of the exam takes place in the spring each year. Due to the Coronavirus pandemic the administration of the Spring 2020 exam was cancelled and students who were juniors at that time and are now seniors did not have the opportunity to take the exam during their junior year.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 17, 2020**

To address this issue, testing opportunities were provided in the fall of 2020 for seniors to take the SAT. Attachment 1 provides information on how the Fall 2020 testing opportunities were administered and Attachment 2 provides information on the Spring 2021 statewide administration of the assessment and testing dates.

IMPACT

Waiver of the college entrance exam requirement for students graduating at the end of the current school year will remove the requirement as a minimum state requirement while still allowing schools who want to maintain it to still require it.

ATTACHMENTS

Attachment 1 – Fall 2020-January 2021: Test Coordinator Guide
Attachment 2 – Spring 2021: Test Coordination

STAFF COMMENTS AND RECOMMENDATIONS

IDAPA 08.02.01.007 authorizes the Board to waive education rules not required by state or federal law. This authorization grants the Board the authority to provide school districts and charter schools with added flexibility to respond to unforeseen circumstances. Waivers approved by the Board are specific and time limited.

As Idaho moves through this time of uncertainty and shifts from emergency response into recovery, it is important to provide for some continuity and stability for Idaho students so that they are not negatively impacted long term in their educational opportunities after they graduate. This year's seniors were provided an opportunity to take the SAT during the school day test in September (September 23rd) and October (October 14th and 27th) and have multiple opportunities to participate in the assessment during the national test dates. At the time of agenda material production State Department of Education, staff have reporting just over 18,000 seniors out of approximately 22,600 enrolled students have taken the SAT and meet this graduation requirement. This is approximately an 80% participation rate for the 2020-2021 senior class. Further, IDAPA 08.02.03.105 includes a process for school districts to request an exception of the college entrance exam graduation requirement from the Superintendent of Public instruction, or their designee.

In addition to the college entrance exams use by students as they consider their postsecondary options, student performance on the college entrance exam is also used by the Board as one measure of Idaho students' K-12 preparation and college and career readiness.

BOARD ACTION

I move to waive IDAPA 08.02.03.105.03 college entrance examination for students graduating in the end of the 2020-2021 school year, including summer 2021 term.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



FALL 2020–JANUARY 2021: TEST COORDINATOR SUPPLEMENTAL GUIDE

Flexible Policies for Administering SAT School Day, PSAT/NMSQT, and PSAT 8/9

As schools continue to deal with uncertainties due to the coronavirus, the top priorities for College Board are the health and safety of you and your students.

To provide the most opportunity for the greatest number of students, we've added administrations and adapted policies and procedures. These changes allow for more flexibility around ordering and ease the process of administering SAT® School Day, the PSAT/NMSQT®, and the PSAT™ 8/9 for in-school testing during the September 2020–January 2021 testing period.

These options currently apply for the in-school administration of SAT School Day in September or October, the PSAT/NMSQT in October or January, and the PSAT 8/9 from September to January. Schools can use these options independently or in combination with one another.

This supplement to your Coordinator Manual explains how the flexible policies will affect how you administer the tests at your school.

1. [Procedural Updates](#)
2. [Revised Administration Dates](#) (including winter PSAT/NMSQT)
3. [Option to Test Across Multiple Dates](#)
4. [Flexible Start Times](#)
5. [No Charge for Unused Tests](#)
6. [Off-Site Testing](#)

IMPORTANT: If you must unexpectedly close your school for testing, do the following:

- Call the Support Hotline immediately.
- Communicate with your testers.
- Follow the instructions for returning/destroying unused test books that apply to your test date (see [No Charge for Unused Tests](#) on page 5).

Procedural Updates

Fee Waivers

Schools no longer need to order fee waivers or fee reductions prior to test day. You'll continue to see a prompt to order fee reductions during the ordering process for SAT School Day, but you can leave this field blank. After test day, sign in to the Test Ordering Site (ordering.collegeboard.org) and select fee-waiver eligible students from an online roster during the invoicing process.

Fall SAT School Day Test Books and Procedures

Schools administering SAT School Day will see a few procedures diverge from what's in the Coordinator Manual.

1. Because covid-19 caused most spring 2020 testing to be canceled, College Board has repurposed unused spring materials for SAT School Day administrations this fall.
 - ♦ For the September 23 SAT School Day administration, test books will have "April 28, 2020" printed on the cover.
 - ♦ For the October 14 SAT School Day administration, test books will have "April 14, 2020" printed on the cover.
 - ♦ For all SAT School Day test dates, complete field 3 on the Coordinator Report Form (CRF) using your actual administration date, not the date printed on the test books.
2. Schools administering SAT School Day on September 23 will not receive the Coordinator Planning Kit. All publications included in the Coordinator Planning Kit (except for the Irregularity Report, which is included in the test materials shipment) are available for download at sat.org/schoolday-downloads.

3. Test book return procedures have changed slightly.

You will receive two kinds of loosely packed labels in your test materials shipment:

- The first label is a preprinted UPS return label; affix one to each package in your test book return shipment.
- The second, a red label, is a new addition. You should also affix one of these labels to each package in your test book return shipment.
- If administering SAT School Day on the makeup date, bubble in the original October 28 date in field 3 of the Coordinator Report Form (CRF).

Image 1: Detail of field 3 from the SAT School Day CRF

3	Administration Date
Bubble in the test date you're returning materials for (primary or makeup).	
<input type="radio"/>	Sep 23, 2020
<input type="radio"/>	Oct 14, 2020
<input checked="" type="radio"/>	Oct 28, 2020
<input type="radio"/>	Mar 3, 2021
<input type="radio"/>	Mar 24, 2021
<input type="radio"/>	Apr 13, 2021
<input type="radio"/>	Apr 27, 2021
<input type="radio"/>	Other A
<input type="radio"/>	Other B

Changes to PSAT/NMSQT Procedures for the Alternate Test Date

The test date for the PSAT/NMSQT alternate administration has been changed from Wednesday, October 28, to Thursday, October 29. This change will result in a few differences from the directions in your Coordinator Manual:

1. The test books will have the date of "Wednesday, October 28" printed on the cover. Instructions and fields in the Coordinator Manual and on the CRF also refer to October 28.
2. **If you're testing students on the alternate administration date for the PSAT/NMSQT, your students must test on Thursday, October 29, to receive valid scores.**
3. When returning answer sheets, if testing on Thursday, October 29, select the option for the original test date (Wed, Oct 28) in field 3 when completing the CRF and fill in the actual date of Oct 29, 2020, in field 4.

Image 2: Detail of fields 3 and 4 from the PSAT/NMSQT CRF

3	Test Date
<input type="radio"/>	Wed, Oct 14, 2020
<input type="radio"/>	Sat, Oct 17, 2020
<input checked="" type="radio"/>	Wed, Oct 28, 2020

4	Actual Test Date		
	Month	Day	Year
	Oct	29	2020
<input checked="" type="radio"/>	Oct	28	2020
<input type="radio"/>	Oct	27	2020
<input type="radio"/>	Oct	26	2020
<input type="radio"/>	Oct	25	2020
<input type="radio"/>	Oct	24	2020
<input type="radio"/>	Oct	23	2020
<input type="radio"/>	Oct	22	2020
<input type="radio"/>	Oct	21	2020
<input type="radio"/>	Oct	20	2020
<input type="radio"/>	Oct	19	2020
<input type="radio"/>	Oct	18	2020
<input type="radio"/>	Oct	17	2020
<input type="radio"/>	Oct	16	2020
<input type="radio"/>	Oct	15	2020
<input type="radio"/>	Oct	14	2020
<input type="radio"/>	Oct	13	2020
<input type="radio"/>	Oct	12	2020
<input type="radio"/>	Oct	11	2020
<input type="radio"/>	Oct	10	2020
<input type="radio"/>	Oct	9	2020
<input type="radio"/>	Oct	8	2020
<input type="radio"/>	Oct	7	2020
<input type="radio"/>	Oct	6	2020
<input type="radio"/>	Oct	5	2020
<input type="radio"/>	Oct	4	2020
<input type="radio"/>	Oct	3	2020
<input type="radio"/>	Oct	2	2020
<input type="radio"/>	Oct	1	2020
<input type="radio"/>	Oct	31	2019
<input type="radio"/>	Oct	30	2019
<input type="radio"/>	Oct	29	2019
<input type="radio"/>	Oct	28	2019
<input type="radio"/>	Oct	27	2019
<input type="radio"/>	Oct	26	2019
<input type="radio"/>	Oct	25	2019
<input type="radio"/>	Oct	24	2019
<input type="radio"/>	Oct	23	2019
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<input type="radio"/>	Oct	16	2019
<input type="radio"/>	Oct	15	2019
<input type="radio"/>	Oct	14	2019
<input type="radio"/>	Oct	13	2019
<input type="radio"/>	Oct	12	2019
<input type="radio"/>	Oct	11	2019
<input type="radio"/>	Oct	10	2019
<input type="radio"/>	Oct	9	2019
<input type="radio"/>	Oct	8	2019
<input type="radio"/>	Oct	7	2019
<input type="radio"/>	Oct	6	2019
<input type="radio"/>	Oct	5	2019
<input type="radio"/>	Oct	4	2019
<input type="radio"/>	Oct	3	2019
<input type="radio"/>	Oct	2	2019
<input type="radio"/>	Oct	1	2019
<input type="radio"/>	Oct	31	2018
<input type="radio"/>	Oct	30	2018
<input type="radio"/>	Oct	29	2018
<input type="radio"/>	Oct	28	2018
<input type="radio"/>	Oct	27	2018
<input type="radio"/>	Oct	26	2018
<input type="radio"/>	Oct	25	2018
<input type="radio"/>	Oct	24	2018
<input type="radio"/>	Oct	23	2018
<input type="radio"/>	Oct	22	2018
<input type="radio"/>	Oct	21	2018
<input type="radio"/>	Oct	20	2018
<input type="radio"/>	Oct	19	2018
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For the PSAT/NMSQT, schools can administer the test on the primary test date (October 14) or the Saturday test date (October 17), plus the alternate test date (October 29). In addition, the January 26 test date may also be used alone or in combination with any of the others.

NOTE: Schools participating in the PSAT/NMSQT Study Group, the PSAT 8/9 Study Group, or the PSAT 8/9 Research Group must test on October 14 and return materials immediately following the test to be eligible for their incentives. Study and Research Group participants cannot use the multi-administration option.

To split your order across multiple test dates or to reorder for a new test date, visit the Test Ordering Site (ordering.collegeboard.org). If you already placed an order for the original alternate PSAT/NMSQT test date (Wednesday, October 28), your order will be automatically shifted to Thursday, October 29.

How can this help my school?

Schools operating under local health guidelines can take advantage of multiple administration dates to reduce the number of students reporting to school on a single test date. Schools that are unable to test some or all their students in the fall now have an additional chance to test on a different day of the week in January.

What else do I need to know?

General:

- There is no minimum for the number of students who can test on any of the administration dates.
- Schools covered by district or state contracts should verify which test dates are covered before planning to use multiple administration dates.
- Test books shipped to the school for use on a particular test date cannot be used for a different test date.
 - ♦ Scores may be canceled or made ineligible for scholarship consideration for schools that test using materials intended for a different administration day.
 - ♦ To keep from testing with the wrong materials on the wrong day, please store test materials for different administration days separately and securely.
- To ensure timely and accurate reporting, you must return materials immediately following each administration as instructed in your Coordinator Manual using the return packaging, labels, and forms provided in your test shipment for that date. Do not hold materials or try to consolidate return materials from different test dates.
- If you're testing on more than one date, keep test materials from different dates separate. Don't return answer sheets from different administration dates together; this may result in delayed or invalidated scores.

For SAT School Day:

- Students may sit for multiple SAT School Day administrations.
- Schools that intend to use the makeup date (October 27) as their only primary administration can download additional student guides and manuals from sat.org/schoolday-downloads or call School Day Support to request additional printed copies.

For PSAT/NMSQT:

- Students taking the PSAT/NMSQT may not take the assessment more than once. Scores may be delayed or canceled if answer sheets for the same students are returned from multiple administrations.
- Schools can use the Test Ordering Site to place orders for multiple test dates. Ordering for the January administration will open in mid-October.
- Schools may test on all four dates; however, this isn't recommended as it introduces additional complexities. For example, test books for the Saturday and the January test dates must be returned immediately after test day, and score reports won't include question-level detail.
- If your school will be using the test books from the PSAT/NMSQT primary date to review results with students, please ensure that books are clearly marked and stored securely and separately from test materials for other administration dates.
- College Board is providing opportunities for districts and schools to upload bulk registration files for the October and January administrations. If testing multiple times in October, consider using the optional codes to help sort groups of students by test date.

Additional tips:

- Schools should define a set of criteria to determine which students will test on which test dates. For example, students with last names starting with the letters A–L test on the first day, all other students test on the second, etc.
- If administering the PSAT/NMSQT on multiple dates, plan to review scores with the students testing at different times in separate sessions. Scores for answer sheets from the October administrations that are returned on time will be available on the K–12 reporting portal in late November or early March for the January administration.

Table 1: Example of 3 different multi-administration testing plans for SAT School Day

	School A (250 students)	School B (250 students)	School C (250 students)
Wednesday, September 23	None	100 students test	100 students test
Wednesday, October 14	All 250 students test	150 students test	100 students test
Tuesday, October 27	Makeup testing only	Makeup testing only	50 students test* (in addition to makeup testing)

*The 50 students testing on October 27 won't have a makeup option.

Table 2: Example of 3 different multi-administration testing plans for the PSAT/NMSQT

	School A (250 students)	School B (250 students)	School C (250 students)
Wednesday, October 14	125 students test	None	None
Saturday, October 17	None	50 students test	None
Thursday, October 29	125 students test	150 students test	None
Tuesday, January 26	None	50 students test	250 students test

Flexible Start Times

For SAT School Day, the PSAT/NMSQT, and the PSAT 8/9, schools can start testing earlier and/or later than usual and split their students across multiple testing groups.

How can this help my school?

Schools operating under local health guidelines can stagger arrivals and dismissals to be certain they have enough space to meet social distancing requirements.

What else do I need to know?

All requirements for timing and breaks still apply, and all testing must be completed within the same day (unless students are approved for a multiday testing accommodation). Local health and safety guidelines may require that only a limited number of students may access the restroom or hallways at a time. In such cases, you may extend the breaks between test sections to ensure that students can access the restroom or hallway in an orderly fashion. Hall monitors should help ensure that students do not share any test content if they leave the room and that students reenter their assigned testing rooms in a safe way.

Schools participating in the PSAT/NMSQT and/or PSAT 8/9 Study Group(s) may also use flexible start times.

Important reminders:

- All testing must start before the first group to test completes testing; that is, no group of students can begin testing after another group has completed the test.
- A group must have completed all testing before they are dismissed for lunch.

- Mobile phones may be returned to exiting groups of students as they complete testing only after the last group of students has begun testing.
- Schools can use flexible start times when testing groups of students taking the same assessment or taking different assessments. (For example, if administering both SAT School Day and PSAT/NMSQT, the group of SAT School Day testers could begin first, with PSAT/NMSQT testers starting at a later time.)

Additional tips:

- Consider multiday test takers and students with extended time when assigning test groups. College Board recommends assigning students testing with extended time to the earliest testing group.
- Work with school administrators to keep track of bus schedules and when students will arrive at school for testing. This will affect testing group assignments.
- Plan for any necessary changes to attendance-taking procedures for early and late testing groups.
- Assign rooms for separate testing groups in different areas of the school building to limit contact between students.
- Allow students to consume snacks and drinks while standing behind their desks (away from test materials). Snacks and drinks must still be stored under desks during testing.
- Be aware of staff schedules while planning. Overlapping groups will require additional proctors and test staff relative to regular testing. Consider assigning proctors to help with other duties when they are not testing their own groups.

Table 3: Example of multiple start times when administering SAT School Day and/or PSAT/NMSQT

Group A Time	Group B Time	Task
6:45 a.m.	8:45 a.m.	Staff reporting time and facility preparation.
7 a.m.	9 a.m.	Review staff assignments and room assignments. Distribute materials to staff, including Testing Room Materials Report forms.
7:15 a.m.	9:15 a.m.	Staff report to their rooms and prepare for student arrival.
7:30 a.m.	9:30 a.m.	Students report to the designated assembly area.
7:45–8 a.m.	9:45–10 a.m.	Admit students to assigned testing rooms and collect electronic devices (if applicable).
8 a.m.	10 a.m.	Close testing room doors.
8–8:30 a.m.	10–10:30 a.m.	Distribute materials and read preliminary instructions.
8:30 a.m.	10:30 a.m.	Begin testing.
11:25 a.m.	1:25 p.m.	Testing ends for standard timing of the PSAT/NMSQT.
11:45 a.m.	1:45 p.m.	Testing ends for standard timing of the SAT without Essay.
12:55 p.m.	2:55 p.m.	Testing ends for standard timing of the SAT with Essay.

No Charge for Unused Tests

Schools won't be charged test fees if they're unable to administer:

- September or October SAT School Day
- September to February PSAT 8/9
- October or January PSAT/NMSQT

How can this help my school?

As the covid-19 pandemic continues to evolve, we understand many schools and districts are pursuing partial or full virtual instruction options and experiencing shifting schedules. We know the decision to test may not be made until closer to the administration dates, so we're providing this additional flexibility.

What else do I need to know?

- Please adjust your test book volumes the best you can by the ordering deadlines. (Wednesday, September 16, for October SAT School Day and PSAT/NMSQT, and December 4 for the January PSAT/NMSQT.)
- If you end up only using some of your test books for SAT School Day, follow the instructions in your Coordinator Manual for returning materials within 2 days of testing to Ewing, N.J.
- If you end up only using some of your test books for PSAT/NMSQT or are unable to test any students, follow the instructions in your Coordinator Manual for returning materials:
 - For Oct 17 test date: Return test books no later than the next school day after testing is completed.
 - For Oct 14 or 29: Discard all unused test books (except for Study or Research Group participants, for whom all test books must be returned).
 - For Jan 26 test date: Return test books no later than the next school day after testing is completed.

Off-Site Testing

Schools don't need to submit an off-site plan for approval for their SAT School Day fall 2020 administrations. For SAT School Day, the PSAT/NMSQT, and the PSAT 8/9, you'll simply select the sites you want to use and order materials for those sites accordingly.

How can this help my school?

Schools following local health guidelines can use this option to distribute students among multiple locations, allowing for more distance between test takers.

What else do I need to know?

- To ensure accurate test material tracking, security, and adherence to test administration policies:
 - ◆ Record the off-site location name and testing room code(s).
 - ◆ Provide test books in intact bundles—don't open shrink wrap prior to test day.
 - ◆ Record the number of test books provided to each off-site location.
- Order extra materials in proportion to the number of off-site locations you are using to avoid the need to break test book bundles.
- You must return all materials for the off-site and primary locations following each administration.
- College Board recommends that schools return materials from off-site and primary testing locations in one consolidated shipment for each test administration date, if possible. If you plan to return materials directly from each site, contact customer service using the contact information listed in the Coordinator Manual to request additional test return kits.

For Planning Purposes:

- Assign an off-site test coordinator for each off-site location.
- Each location's test coordinator is responsible for ensuring the off-site location meets the requirements for test material security, room configuration, seating (round tables are prohibited for testing), and test day staffing, as described in the applicable assessment Coordinator Manual.
- Make sure off-site test coordinators and proctors are provided with the appropriate training.
- Plan for secure transport of materials to each off-site location and ensure each off-site location is supplied with the necessary materials prior to test day. Off-site test coordinators must be available to accept materials and securely store them until they are returned after testing.
- For locations that are not owned by your school district, make sure there is somebody available to address any problems that arise on test day. Also ensure that you are able to disable bells, alarms, and intercoms for the entirety of test day.
- Plan for any necessary changes to attendance-taking procedures for off-site testing and ensure your school administration is appropriately informed of all students' whereabouts on test day.
- Take steps to ensure the testing experience for students is not disrupted or negatively impacted by their environment. If this is not possible for a given location, consider a different one. This is especially critical if a school chooses an outdoor site.

Additional tips:

- Consider district offices, religious institutions, or community centers as viable off-site testing choices. Look for other sites in the district that are on bus routes to make it as easy as possible for students to get to their designated testing site.
- Make a plan early and clearly communicate it to staff, students, and parents to limit test day confusion.
- Work with your SSD coordinator to plan for students with accommodations.
- Schools participating in the PSAT/NMSQT and/or PSAT 8/9 Study may also take advantage of off-site testing.

We're Here to Help

We're pleased to give schools these options for administering our assessments during this unprecedented time. Schools will be required to follow local public health guidelines and should be prepared to implement last-minute changes and effectively communicate them to students. College Board supports efforts to help ensure the safety and comfort of their staff and students. The [CDC](#) recommends taking precautions such as:

- Requiring and/or providing face masks, gloves, hand sanitizer, or other PPE.
- Spacing students at least 6 feet apart to adhere to social distancing guidelines.
- Encouraging students and staff to practice regular handwashing and stay home if they are sick.

If your school will be closed on your scheduled test date, College Board must be notified immediately by your district. If you are unsure whether your district will notify College Board, please contact the Support Hotline immediately.

If you have already received test materials and are unable to test on your scheduled test date, please ensure materials are safely secured:

- PSAT/NMSQT and SAT School Day test materials cannot be reused later and must be destroyed or returned to College Board when school resumes and it is safe to do so:
 - ♦ For SAT School Day, return all test books.
 - ♦ For PSAT/NMSQT, follow instructions under [No Charge for Unused Tests](#) on page 5.
 - ♦ Please notify PSAT-related Assessments or School Day Support that you cannot test.
 - ♦ If feasible to test on the SAT School Day Makeup date, follow instructions in your manual to order materials.
- If your school was scheduled to administer PSAT 8/9, test materials can be used later in the testing window.

College Board is committed to giving you and your students a positive testing experience. We'll continue to provide detailed updates for schools and districts, as well as professional learning opportunities.

PLEASE CONTACT US WITH ANY QUESTIONS.

School Day Support Hotline: 855-373-6387

Email: satschoolday@collegeboard.org

PSAT-related Assessments Support Hotline:
888-477-7728

Email: psat@info.collegeboard.org

For details on these updates and options, visit: sat.org/covid19

From: [IdahoSDSupport](#)
 To: [IdahoSDSupport](#)
 Subject: IMPORTANT NOTICE: SAT Spring 2021 Testing
 Date: Tuesday, November 10, 2020 10:06:13 AM

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.



To: SAT Test Coordinators
 CC: District Test Coordinators

Thank you in advance for your work in coordinating the Idaho SDE-provided SAT School Day for 11th graders. This email provides introductory information to help you prepare for Spring 2021 activities.

As we all continue to navigate uncertainties due to COVID-19, the top priorities for the College Board and the Idaho State Department of Education (SDE) are the health and safety of students and educators. We know that you are currently focused on the start of the school year and how to keep staff and students safe, and we appreciate your dedication.

Testing Dates

Here are the spring SAT School Day testing dates:

Test Administration	April 2021 Administration
Primary Testing Window	April 13, 2021
Accommodated Testing Window	April 13—26, 2021
Makeup Test Date	April 27, 2021

Test Coordinator Reminders

There are several differences between fall and spring SAT School Day administrations. Please note the following:

Activity	Fall 2020	Spring 2021
Identifying test staff and addresses	Coordinators and addresses were identified in the Test Ordering Site (TOS).	Coordinators and school addresses were collected by SDE and provided to College Board.
Ordering materials for the primary test date	Schools ordered standard and accommodated materials in TOS.	Standard material orders will automatically be calculated and shipped based on the number of students in the bulk registration. Accommodated materials will be automatically calculated by the students in the pending and approved status in SSD Online.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**DECEMBER 17, 2020****ATTACHMENT 2**

Ordering makeup materials	Schools ordered makeup materials in TOS.	Schools will submit a makeup survey to obtain makeup materials.
Off-site testing	For fall 2020 testing, schools did not need to notify College Board in advance to use an off-site location.	Schools must submit off-site testing plans to test at a location other than their school.
Communications	Schools received standard College Board communications about fall testing.	Schools will receive emails from IdahoSDSupport@collegeboard.org or customized emails about state testing from College Board.

Work with your SSD Coordinator

- Coordinate with your primary SSD (Services for Students with Disabilities) Coordinator for thorough planning for testing students with disabilities with accommodations and for testing English Learners with appropriate supports.
- All testing materials, including nonstandard materials for use during the accommodated testing window are shipped to the Test Coordinator; however, the SSD Coordinator should assist in inventorying and ensuring the secure storage of test materials, as needed.

Resources:

For Test Coordinators and staff:

Event	Date and Time	Additional Information
SAT School Day Overview webinar (live)	December 8, 2020 1-2 PM MST	<u>Click Here to Register</u>
SAT School Day Accommodations Overview webinar (live)	December 15, 2020 1-2 PM MST	<u>Click Here to Register</u>
SAT School Day with Optional Essay webinar (recorded)	Recorded webinar	Link to be posted on SDE website and to be sent to Test Coordinators in mid-December
SAT School Day Bulk Registration webinar (recorded)	Recorded webinar	Link to be posted on SDE website and to be sent to Test Coordinators in mid-December

Additional webinars will be provided in spring 2021.

For students/parents:

- All students have access to free, interactive personalized practice through [Khan Academy](#) and resources from the [College Board](#) to help reinforce what students are learning in classrooms and focus on the content tested, not just test-taking strategies.

We look forward to working with you and a successful spring 2021 SAT School Day administration!

Contact us at IdahoSDSupport@collegeboard.org.

The College Board Idaho Field Team

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 17, 2020

SUBJECT

2020 Idaho Comprehensive Literacy Plan

REFERENCE

December 1998	Board approved the initial Idaho Comprehensive Literacy Plan.
August 2015	Board adopted the Literacy Implementation Committee's recommendations, including a recommendation to substantially revise the Idaho Comprehensive Literacy Plan pursuant to Section 33-1614, Idaho Code.
December 2015	Board adopted the 2015 Idaho Comprehensive Literacy Plan
February 2017	Board incorporated the Idaho Comprehensive Literacy Plan Educator Guide as an addendum to the 2015 Idaho Comprehensive Literacy Plan

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1207A, 33-1614, 33-1615, and 33-1616, Idaho Code

BACKGROUND/DISCUSSION

In December 2015, when the Board approved the updated Idaho Comprehensive Literacy Plan (the Plan), the Board committed to reviewing and updating the Plan every five (5) years. In July 2020, the Idaho Comprehensive Literacy Plan Update Work Group (the Work Group) was established to complete this work.

The Work Group, chaired by Board Member Clark, includes twenty-two (22) individuals from across Idaho, including representation from the State Board of Education, the Governor's Office, the Legislature, the State Department of Education, K-12 educators, higher education educators, libraries, and non-profits. To complete the update of the plan, the Work Group held twelve (12) meetings from August to November and regularly completed tasks in between.

Staff members from the State Board of Education and State Department of Education acted as the lead writers, with substantial guidance and feedback from the full work group. The Work Group maintained the previous plan's focus on the responsibilities of all stakeholders, while re-organizing the information and updating it to be aligned to current research. Additionally, the Work Group focused on ensuring the goals and next steps outlined in the Essential Elements section are articulated in a manner that ensures districts, charter schools, and educator preparation programs can align their applicable programs to the Plan. In this update of the plan, the Work Group endeavored to integrate more specific language to address the needs of specific student populations, including those with reading difficulties and specific learning disabilities (dyslexia, dysgraphia, etc.). In recognition of the fact that in order to serve these populations, educators must build a strong understanding of the science of reading and bridge that

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 17, 2020

knowledge into instruction, the Work Group recommends that a separate group be formed to develop resources aligned to the Comprehensive Literacy Plan. The resources should be focused on providing guidance on how to provide systematic, explicit instruction to all students, including those with reading difficulties and specific learning disabilities (dyslexia, dysgraphia, etc.).

IMPACT

Approval of the 2020 Idaho Comprehensive Literacy Plan will update and replace the plan approved by the Board in 2015.

ATTACHMENTS

Attachment 1 – Idaho Comprehensive Literacy Plan, December 2020

STAFF COMMENTS AND RECOMMENDATIONS

The Idaho Comprehensive Literacy Plan is established in Idaho Code as the framing document for literacy intervention in Idaho:

- Section 33-1207A, Idaho Code, requires -- “The state board shall review teacher preparation programs at the institutions of higher education under its supervision and shall assure that the course offerings and graduation requirements are consistent with the state board-approved, research-based "Idaho Comprehensive Literacy Plan." To ensure compliance with this requirement, the board may allocate funds, subject to appropriation, to the higher education institutions that have teacher preparation programs.”
- Section 33-1614, Idaho Code, requires – “School districts shall offer a reading intervention program pursuant to section 33-1616, Idaho Code, to each kindergarten through grade 3 student who exhibits a reading deficiency on the statewide reading assessment pursuant to section 33-1615, Idaho Code, to ensure students can read at or above grade level at the end of grade 3. The reading intervention program shall be provided in addition to core reading instruction that is provided to all students in the general education classroom and must be in alignment with the Idaho comprehensive literacy plan.”
- Section 33-1615, Idaho Code, requires -- “...all public school students in kindergarten and grades 1, 2 and 3 shall have their reading skills assessed. For purposes of this assessment, the State Board approved research-based "Idaho Comprehensive Literacy Plan" shall be the reference document” and “It is legislative intent that curricular materials utilized by school districts for kindergarten through grade 3 shall align with the Idaho Comprehensive Literacy Plan.”
- Section 33-1616, Idaho Code, requires – “each school district and charter school to establish an extended time literacy intervention program in

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 17, 2020

alignment with the Idaho comprehensive literacy plan and “To ensure students receive high quality literacy instruction and intervention, the state department of education shall provide professional development to districts and schools on best practices supporting literacy instruction as outlined in the State Board of Education approved “Idaho Comprehensive Literacy Plan.” Intervention program participation and effectiveness by school and district shall be presented annually to the State Board, the Legislature and the Governor.”

The purpose of the five year review and update cycle is to evaluate the effectiveness of the plan, assure that it remains relevant, and that it can be used for its statutorily required purpose. School districts, charter schools, and educator preparation programs are only required to align to the comprehensive literacy plan as outlined above, and additional provisions added into the Idaho Comprehensive Literacy plan outside of this statutory identified scope would not be enforceable. The Board may, at its discretion enact Board policy setting additional requirements for those educator preparation programs that are at postsecondary institutions under the Board’s governance or oversight. Additionally, any literacy intervention requirements the Board would like to require of non-public educator preparation programs include would need to be included in the Idaho Standards for the Initial Certification of Professional School Personnel “Knowledge” section, or its equivalent, of the standards. These standards are incorporated by reference into IDAPA 08.02.02 and must be amended through the negotiated rulemaking process.

Staff recommends approval.

BOARD ACTION

I move to approve the Idaho Comprehensive Literacy Plan as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Comprehensive Literacy Plan

Kindergarten through
12th Grade

December 2020



Idaho State
Board of Education

P.O. BOX 83720, BOISE, ID 83720-0037
208-334-2270

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Boise

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State Superintendent of Public Instruction

2020 Idaho Comprehensive Literacy Plan Update Work Group

Linda Clark, Ed.D., Chair

Member

State Board of Education

Alison Henken, MPP, Staff Support

K-12 Accountability and Projects Program Manager

Office of the State Board of Education

Morgan Howard, Staff Support

Administrative Assistant

Office of the State Board of Education

Alayna Knop, M.Ed., Staff Support

ELA / Literacy Assessment Coordinator

State Department of Education

Greg Wilson

Senior Advisor for Education

Office of the Governor

Marilyn Whitney

Deputy Superintendent, Communications and Policy

State Department of Education

Representative Gayann DeMordaunt

District 14B

Idaho State Legislature

Senator Janie Ward-Engelking

District 18A

Idaho State Legislature

David Aiken, Ed.D.

Superintendent

Lapwai School District

Stephanie Bailey-White, M.Ed., M.LIS.

State Librarian

Idaho Commission for Libraries

Sally Brown, Ph.D.

Assistant Professor of Education

College of Idaho

Shani Cummins

English Learner Program Coordinator

Caldwell School District

Deborah Glaser, Ed.D.

Consultant and Author

The Reading Teacher's Top Ten Tools

Hillary Harm

Teacher

Xavier Charter School

Joe Kelly

Assessments and Accountability Administrator

West Ada School District

Frank Maier

Special Education Director

Coeur d'Alene School District

Hailey Michalk

Project Director, READY! for Kindergarten

Idaho Association for the Education of Young Children

Lynn Paslay

Principal, Betty Kiefer Elementary

Lakeland School District

Ana Rowe

English Learner / Reading Intervention Teacher

American Falls School District

Marina Taylor, Ed.S.

Federal Programs Coordinator and Title I Director

Aberdeen School District

Leah White

Teacher

Kellogg School District

Robin Zikmund

Founder

Decoding Dyslexia Idaho

Louisa Moats, Ed.D.

Author and Literacy Expert

Consultant to the Work Group

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SECTION I:
INTRODUCTION

PURPOSE OF THE IDAHO COMPREHENSIVE LITERACY PLAN

The Idaho Comprehensive Literacy Plan is designed with a single goal in mind: supporting all Idaho students in developing strong foundational reading skills to empower them to achieve future success, as evidenced by continued growth in meeting the following performance targets:

- the Literacy Growth Targets on the early reading assessment (IDAPA 08.02.01.802); and
- the [Idaho Consolidated State Plan](#) long-term academic achievement goals for the English Language Arts/Literacy (Idaho Standards Achievement Test- ISAT).

Idaho has adopted the following definitions:

Literacy is the ability to identify, understand, interpret, create, compute, and communicate using visual, audible, and digital materials across disciplines and in any context.

Reading is the process of simultaneously extracting and constructing meaning through interaction and involvement with written language.¹

The Idaho Comprehensive Literacy Plan outlines our intent to align state, district, and local efforts to ensure our students develop the strong literacy skills they need for future learning. This plan provides a framework and guidance that educator preparation programs, districts, and charter schools can align their work to, as required by Idaho law. It outlines the next steps, beyond the requirements of the law, that all stakeholders must implement to ensure Idaho's students become proficient readers and writers. The Comprehensive Literacy Plan is a K-12 plan with a focus on ensuring students master foundational reading skills in the early grades (K-5). The plan is aligned to the [Idaho State Content Standards in English Language Arts/Literacy](#), which include reading standards for foundational skills. The standards set high expectations for student learning in order to effectively prepare students for postsecondary education and careers.

Idaho's approach to ensuring students develop strong foundational reading is based in the science of reading. The science of reading combines the findings from thousands of research studies across multiple disciplines that have converged to teach us how the brain learns to read and write, and why some students experience difficulty with these tasks. The implications of this research provide us with guidance on how to teach reading, indicating that all students must receive systematic, explicit instruction in language comprehension and printed word recognition in order to achieve proficiency.² More information on the connection between the science of reading and phases of literacy skill development is detailed in *Section II: Developing Literacy*.

Based on Idaho's student performance data, more must be done to ensure literacy growth for *all* students. When all stakeholders commit to using the science of reading to guide our work, Idaho's students will be provided the instruction needed to reach reading proficiency targets. Next steps for fully integrating the science of reading into our plans and practices are in *Section III: Essential Elements*.

¹ International Literacy Association, n.d., "Literacy Glossary"

² Tunmer & Chapman, 2012

WHERE WE ARE NOW

Idaho's current efforts to improve students' foundational literacy skills are built upon efforts that began in 1998 and have continued until 2020. The State Board of Education has committed to reviewing and updating the Comprehensive Literacy Plan every five years.

The timeline below represents the history of Idaho's literacy initiatives. This timeline highlights the most impactful events, but does not include every action taken or represent the actions of all stakeholders. Additional details can be found in Appendix A.



Need for Focus on Early Literacy

Collectively, Idaho's student performance data shows a systemic challenge that needs to be addressed in order to ensure all students K-12 acquire necessary literacy skills to be successful in their pursuit of college and careers.

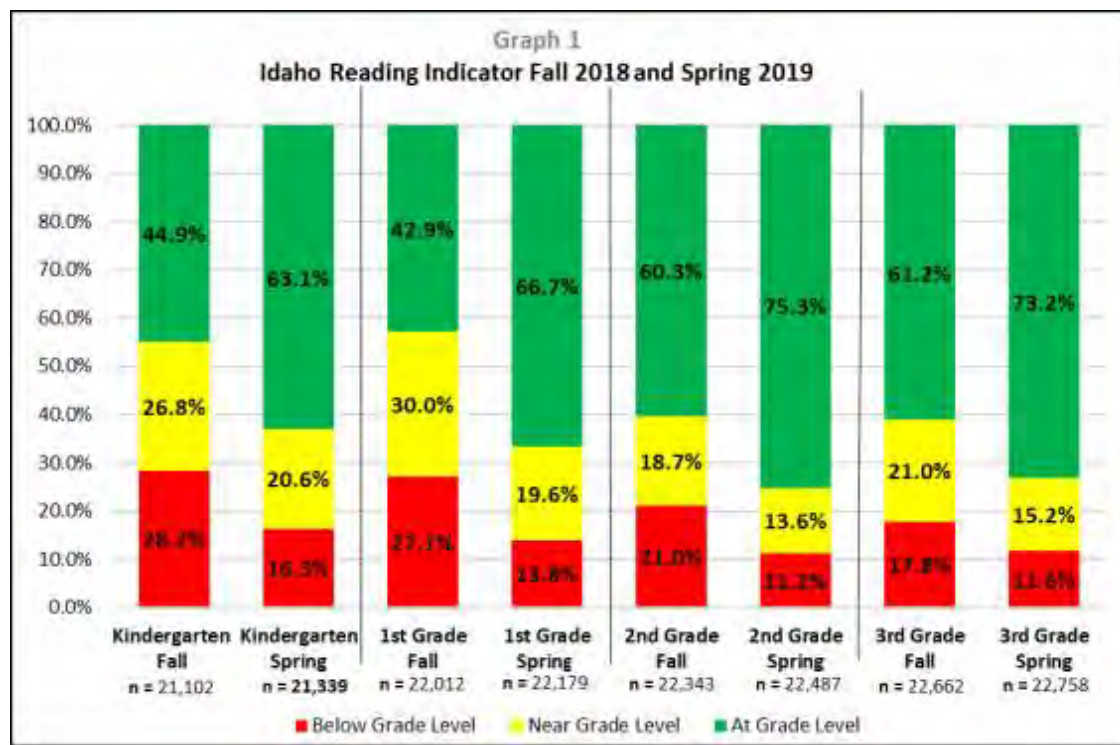
While gains have been made, we continue to have students who need support to reach grade-level skills. We must maintain our focus on early literacy to ensure we meet the needs of these students. Over the past twelve years, Idaho's early reading data has demonstrated that approximately 25 percent of students leaving third grade do not have the necessary skills to reach proficient or advanced levels of performance in literacy. Additionally, data from the state's legacy Idaho Reading Indicator (IRI), the IRI by *Istation*, and the ELA / Literacy ISAT indicate that there are persistent gaps in performance between various subgroups of students.

Summary of Student Performance Data

The data presented below provides an overview of the performance of students in K-8 and 10 on statewide assessments in early reading and English Language Arts/Literacy. *Section IV Student Performance Data* provides a more detailed picture of our data, including grade level, assessment component, and subgroup information and analysis.

Idaho Reading Indicator (IRI)

The IRI by *Istation* is administered to students in kindergarten through third grade in the fall and spring. The 2018-2019 school year was the first year of a statewide implementation of the new Idaho Reading Indicator using *Istation's Indicators of Progress – Early Reading (ISIP-ER)*. In the 2019-2020 school year, the IRI was administered in fall, but the spring administration was disrupted due to the public health emergency. The IRI provides nationally normed scores, allowing for a comparison of individual students to the “average” score of students in each grade level nationally. IRI data is reported in three levels; at grade level, near grade level, and below grade level.³ Graph 1 shows the breakdown of fall and spring scores, per grade, for the 2018-2019 school year.

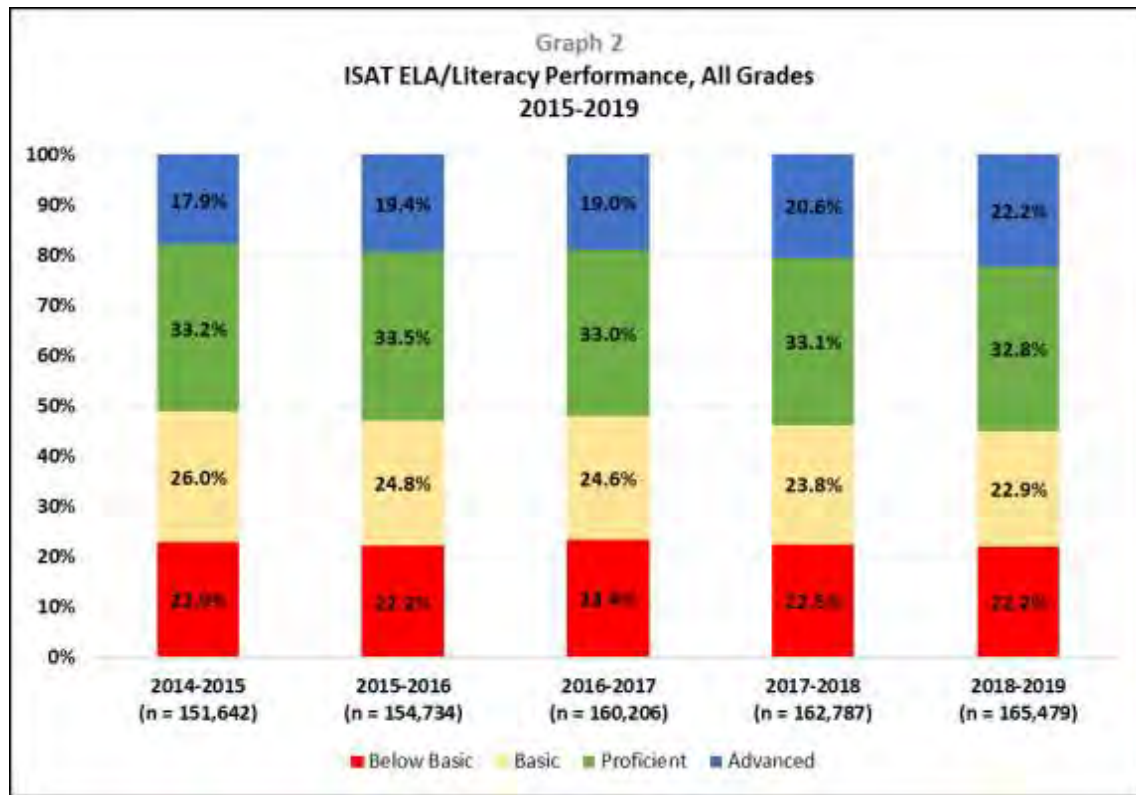


- All grades show a substantial improvement in the percentage of student reading at grade level from fall to spring.
- However, by the end of 3rd grade, roughly one-quarter of students are still not reading at grade level.

³ State Department of Education, 2020, Student Achievement Report

Idaho Standards Achievement Test (ISAT)

The Idaho Standards Achievement Test (ISAT) by *Smarter Balanced* is the summative assessment used to measure students' mastery of the Idaho State Content Standards. The English Language Arts/Literacy (ELA/L) assessment is administered to students in grades 3 through 8 and 10. Unlike the IRI which is norm referenced, the ISAT is criterion referenced, assessing students against an expected outcome, in this case, grade level content standards. Due to school building closures resulting from the public health emergency, the ISAT was not administered in spring 2020. The ISAT is reported in four achievement levels: advanced, proficient, basic, and below basic. Graph 2 provides statewide performance (all students, grades 3-8 and 10) on the ISAT ELA/L from spring 2015 to spring 2019.

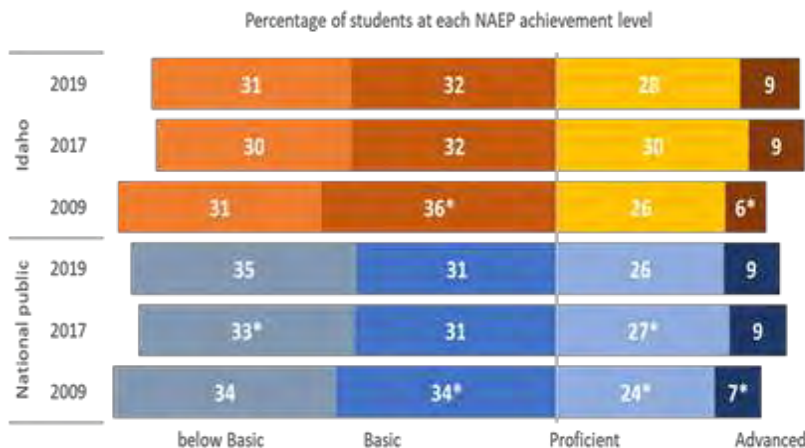


- Over the last five years, the percentage of students scoring basic and below basic has remained nearly 50%.
- The percentage of students scoring advanced has increased 4.3 percentage points.

National Assessment of Educational Progress (NAEP)

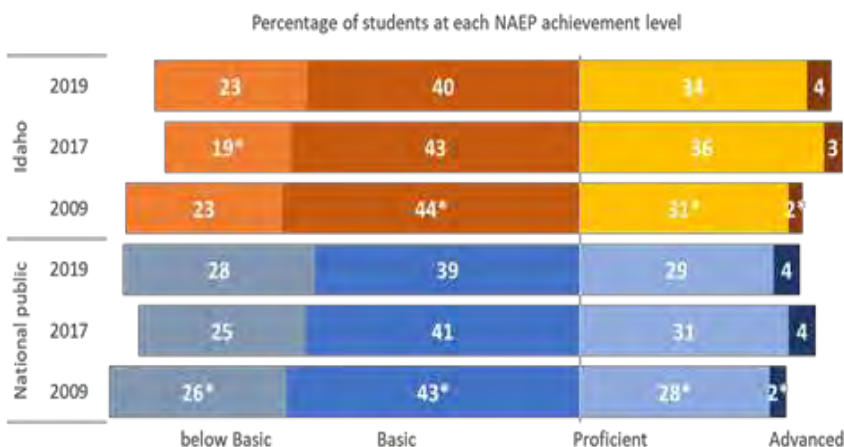
The National Assessment of Educational Progress, also known as the nation's report card, is the only nationally representative and continuing assessment of what America's students know and can do. Its major goals are to measure student achievement and to report change in performance over time. The NAEP is administered in grades 4 and 8 and provides results for the nation and states (but not at the district or student level). The NAEP reading assessment measures students' reading comprehension by asking them to read selected grade-appropriate materials and answer questions based on what they have read. At each grade, students responded to multiple-choice and constructed-response questions designed to measure their comprehension across two types of texts: literary and informational. Literary texts include fiction, literary nonfiction, and poetry. Informational texts include expository, argumentative and persuasive, procedural, and document texts. The NAEP scores reflect national public-school average scores. The complete subject area frameworks are available on the [National Assessment Governing Board website](#).

Graph 3: NAEP Grade 4 Reading National vs. Idaho Comparison



- Idaho's fourth graders and eighth graders had a higher percentage of students who scored proficient or advanced than the NAEP averages in 2009, 2017, and 2019.
- For those same years, a lower percentage of Idaho's fourth and eighth grade students scored below basic than the NAEP averages.

Graph 4: NAEP Grade 8 Reading National vs. Idaho Comparison



*Significantly different ($p < .05$) from 2019.

- Both Idaho and NAEP average scale scores have decreased for eighth grade students between 2017 and 2019.

SECTION II:

DEVELOPING LITERACY

Purpose of This Section

This section will explain how literacy development begins at birth and continues throughout a child's education. Parents/guardians and early learning providers play the key role in developing children's early language. The information in this section is a resource to support their efforts. The section continues by connecting language development that begins at home with the science of reading, which guides educators in providing the systematic, explicit instruction students need to continue to build their early reading and literacy skills.

THE DEVELOPMENT OF LANGUAGE AND LITERACY

“The ability to read, write, and communicate connects people to one another and empowers them to achieve things they never thought possible. Communication and connection are the basis of who we are and how we live together and interact with the world.”⁴ Literacy development begins the moment a child is born. The development of language activates for children the moment they hear their parents talk, laugh, or sing. Children raised in a socially interactive environment will have more well-developed proficiency in language comprehension and expression, including recognition and use of vocabulary words and ability to verbally share needs and ideas in social settings.⁵ The success of learning to read is greatly influenced by a child’s spoken language competence.⁶

*Parent talk is the most powerful tool for building children’s brains
and sending them to school ready to learn.⁷*

The Connection Between Language and Vocabulary Development

Daily Verbal (language) Interactions

- ◆ The average 3-year-old has heard 20 million words
- ◆ 3-year-olds from very talkative, socially interactive families have heard 35 million words
- ◆ 3-year-olds of uncommunicative families have heard less than 10 million words
- ◆ Vocabulary use at age three was strongly related to reading comprehension scores in third grade.

Vocabulary Size

- ◆ The average child has about a 700 word vocabulary by the age of three
- ◆ Children of very sociable families have a vocabulary of about 1100 words
- ◆ Children of uncommunicative, non-reactive families have only about a 500 word vocabulary

From birth to age 3, children have roughly 15,000 hours of learning opportunities. Whether these hours are filled with language, or left empty, makes an extraordinary difference to children’s development.

~T. Risley, S. Ramey, J. Washington

Webcast: From Babbling to Books: Building Pre-Reading Skills

<http://www.readingrockets.org/webcasts/1002>

Learning to read printed text relies first on children’s oral language development and continues as they develop the ability to connect the spoken words they hear to the printed words on the

⁴ International Literacy Association, n.d., “Why Literacy?”

⁵ Catts, 2006, 1999

⁶ Sousa, 2016

⁷ Suskind, 2014

page in order to make meaning. Research has shown that there are developmental accomplishments before formal reading instruction that lead to skilled reading.⁸ The chart below outlines typical milestones in language and literacy development prior to formal schooling. This is intended to provide a resource for parents/guardians and early learning providers to deepen their knowledge of these accomplishments to ensure children develop into successful readers.

Language & Literacy Development Birth Through Age 9

Pre-Reader (Birth to Age 4)⁹

- Make sounds that imitate the tones and rhythms that adults use when talking
- Respond to gestures and facial expressions
- Begin to associate words they hear frequently with what the words mean
- Make cooing, babbling sounds in the crib, which gives way to enjoying rhyming and nonsense word games with a parent or caregiver
- Play along in games such as “peek-a-boo” and “pat-a-cake”
- Handle objects such as board books and alphabet blocks in their play
- Recognize certain books by their covers
- Pretend to read books
- Understand how books should be handled
- Share books with an adult as a routine part of life
- Name some objects in a book
- Talk about characters in books
- Look at pictures in books and realize they are symbols of real things
- Listen to stories
- Ask or demand that adults read or write with them
- Begin to pay attention to specific print such as the first letters of their names
- Scribble with a purpose (trying to write or draw something)
- Produce some letter-like forms and scribbles that resemble, in some way, writing
- Enjoy listening to and talking about storybook
- Understand that print carries a message
- Make attempts to read and write
- Identify familiar signs and labels
- Participate in rhyming games
- Understand that words are made up of individual sounds
- Identify some letters and make some letter-sound matches

This information is designed as a resource for parents/guardians and early learning providers as they help their children build a strong foundation of language skills by regularly reading together, facilitating fun language activities, making time for free play, and encouraging them to draw and write. Additional activities for parents can be found in Appendix B. Early learning resources are available to Idaho families through the [Idaho Commission for Libraries](#), [Idaho Association for the Education of Young Children](#), and [Idaho State Department of Education](#).

⁸ Petscher et al, 2020

⁹ Adapted from U.S. Department of Education, 2005

The chart below outlines the necessary language and literacy accomplishments children need to reach to be successful readers. A deep knowledge of the skills outlined in the different stages (novice, developing) is essential for educators and parents/guardians to assist children’s growth in language and literacy. These points are intended to convey accomplishments in typical language and literacy development. They are not meant to represent or be used as academic standards. [Idaho’s English Language Arts/Literacy Content Standards](#) should be used by educators to plan and deliver instruction.

Novice Reader (ages 5 to 7)¹⁰	
Books & Print	<ul style="list-style-type: none"> • Knows the parts of a book and how books are held and read • Identifies a book’s title and understands what authors and illustrators do • Follows print from left to right and from top to bottom of a page when stories are read aloud • Understands the relationship between print and pictures • Understands that the message of most books is in the print and not the pictures • Knows that there are spaces between words in print • Knows that print represents spoken language and contains meaning • Knows some of the parts of print, such as the beginnings and endings of sentences, where paragraphs begin and end, and different punctuation marks • Begins to understand why people read—to learn and enjoy
Letter Knowledge	<ul style="list-style-type: none"> • Recognizes the shapes and names of all the letters in the alphabet (both uppercase and lowercase letters) • Writes many uppercase and lowercase letters on his own • Can recognize and name all the letters of the alphabet • Knows the difference between letters and words
Spoken Language	<ul style="list-style-type: none"> • Recognizes and makes rhymes • Identifies some syllables • Understands that spoken words are made up of separate sounds • Identifies words that have the same beginning sound • Puts together, or blends, spoken sounds into simple words • Can count the number of syllables in a word • Can put together and break apart the sounds of most one-syllable words
Sounds and Words	<ul style="list-style-type: none"> • Knows a number of letter-sound relationships • Understands that the order of letters in a written word represents the order of sounds in a spoken word • Uses phonemic awareness and letter knowledge to spell and write words • Begins to spell some words correctly • Writes his/her own first and last name and the first names of some friends, classmates, or family members • Writes some letters and words as they are said • Can show how spoken words are represented by written letters that are arranged in a specific order • Can read one-syllable words using what he knows about phonics • Uses phonics to sound out words he doesn’t know

¹⁰ Adapted from National Institute for Literacy

Sounds and Words	<ul style="list-style-type: none"> • Uses invented (or developmental) spelling to try to spell words on his own • Understands that there is a correct way to spell words • Uses simple punctuation marks and capital letters • Writes for different purposes—stories, explanations, letters, lists • Writes things for others to read (by thinking of ideas, writing draft copies, and revising drafts)
Reading	<ul style="list-style-type: none"> • Listens carefully to books read aloud • Asks and answers questions about stories • Uses background knowledge to help understand a story • Predicts what will happen in a story based on pictures or information in the story • Retells and/or acts out stories • Knows the difference between “made-up” and “real” stories • Reads aloud simple books and understands what they mean • Can tell when he is having problems understanding what he is reading • Reads and understands simple written instructions • Predicts what will happen next in a story • Discusses what she already knows about topics of books she is reading • Can ask questions (how, why, what if?) about books she is reading • Can describe, in his own words, what he has learned from a book he is reading • Can give a reason for why he is reading a book
Word Knowledge	<ul style="list-style-type: none"> • Plays with and is curious about words and language • Uses new words in speech • Knows and uses words that are important to schoolwork, such as the names for colors, shapes, and numbers • Knows and uses words that are important to daily life • Uses language with more control • Understands that the language used in school is more formal than the language used at home and with friends • Talks about the meaning of words and uses new words when speaking and writing • Begins to see that some words mean the same thing and some words have opposite meanings • Begins to recognize that words play different roles in sentences
Developing Reader (ages 7 to 9) ¹¹	
Reading	<ul style="list-style-type: none"> • Can read a large number of regularly spelled one- and two-syllable words • Figures out how to read a large number of words with more than two syllables • Uses knowledge of phonics to sound out unfamiliar words • Accurately reads many sight words • Reads and understands developmental level fiction and nonfiction books • Knows how to read for specific purposes and to seek answers to specific questions • Answers “how,” “why,” and “what-if” questions • Interprets information from diagrams, charts, and graphs • Recalls information, main ideas, and details after reading • Compares and connects information read in different books and articles

¹¹ Adapted from Armbruster, Lehr & Osborn, 2006

Reading	<ul style="list-style-type: none"> • Takes part in creative responses to stories, such as dramatizations of stories and oral presentations Uses phonics knowledge and word parts (prefixes, roots, suffixes) to figure out how to pronounce words she doesn't recognize Reads with fluency • Reads a variety of developmental texts with fluency and comprehension • Reads longer stories and chapter books independently • Summarizes major points from both fiction and nonfiction books 34 • Identifies and then discusses specific words or phrases that interfere with comprehension • Discusses the themes or messages of stories • Asks "how," "why," and "what-if" questions • Distinguishes cause from effect, fact from opinion, and main ideas from supporting details • Uses information gathered and his own reasoning to evaluate the explanations and opinions he reads about • Understands and reads graphics and charts • Uses context clues to get meaning from what she reads
Sounds and Words	<ul style="list-style-type: none"> • Pays attention to how words are spelled • Correctly spells words he has studied • Spells a word the way it sounds if she doesn't know how to spell it • Writes for many different purposes • Makes good judgments about what to include in her writing • Takes part in writing conferences and then revises and edits what he has written • Pays attention to the mechanics of writing (for example, spelling, capitalization, and punctuation) in the final versions of compositions • Correctly spells previously studied words • Independently reviews her own written work for errors in spelling, capitalization, and punctuation • Begins to use literary words and sentences in writing, such as figurative language • Combines information in compositions from a variety of sources, including books, articles, and computer information • With assistance from teachers and classmates, edits and revises her compositions to make them easier to read and understand • Discusses her own writing with other children and responds helpfully to the writing of other children
Word Knowledge	<ul style="list-style-type: none"> • Wants to learn new words and share those words at school and home • Uses clues from the context to figure out what words mean • Uses knowledge of word parts such as prefixes, suffixes, and root words to figure out word meanings • Uses parts of speech correctly • Learns more new words through independent reading • Explores and investigates topics of interest on her own • Wants to learn and share new words at school and at home • Uses clues from context to figure out word meanings • Uses her knowledge of word parts to figure out word meanings • Increases his vocabulary through the use of synonyms and antonyms

<p>Word Knowledge</p>	<ul style="list-style-type: none"> • Is able to use different parts of speech correctly, including nouns, verbs, adjectives, and adverbs • Develops her vocabulary and knowledge through independent reading • Explores and investigates topics of interest on his own • Uses a variety of sources to find information, including computers
------------------------------	---

Even though some children have been provided rich language experiences in their early years, some remain challenged by reading and writing instruction. To ensure all students receive systematic and explicit reading and writing instruction, it is essential that Idaho's educators have a solid understanding of how to identify, evaluate, and support all students. This begins by understanding the science of reading.

THE SCIENCE OF READING

Idaho's Comprehensive Literacy Plan recognizes the contributions from the cognitive sciences and education research referred to as the science of reading. The science of reading informs educators about the critical components of reading and how to teach them to provide the most effective assessment and instruction for all of our students. The National Reading Panel (NRP) Report, published in 2000, identified and examined several essential components of reading instruction; phonemic awareness, phonics, vocabulary, reading comprehension, and fluency.¹² Since the NRP report, research has continued to clarify and uncover additional knowledge and instruction that will help more of our students learn to read. Idaho recommends reading instruction in language comprehension and printed word recognition based on the solid body of research and includes the Five Essential Reading Components.¹³

"Once exposed to formal instruction, about 50% of children make the transition from spoken language to reading with relative ease. For the other 50%, reading is a much more formidable task, and for 20-30 percent it definitely becomes the most difficult cognitive task they will undertake in their lives."

(Sousa, 2016)

- *Phonemic Awareness*: Phonemic awareness is the highest level of phonological awareness and is the ability to hear, identify, and manipulate the individual sounds in spoken words.
- *Phonics*: The relationship between the sounds of spoken words and the individual letters or groups of letters that represent those sounds in written words.
- *Fluency*: The ability to read text with accuracy, expression, prosody and comprehension.
- *Vocabulary*: The words we must know in order to communicate effectively.
- *Comprehension*: The ability to understand and gain meaning from what has been read.

Idaho's kindergarten through grade 3 early reading screener, the IRI is aligned to and assesses all Five Essential Reading Components. Screening and diagnostic assessments are critical to identification of reading difficulties (including specific learning disabilities such as dyslexia and

¹² Tunmer & Chapman, 2012

¹³ Armbruster, Lehr & Osborn, 2006

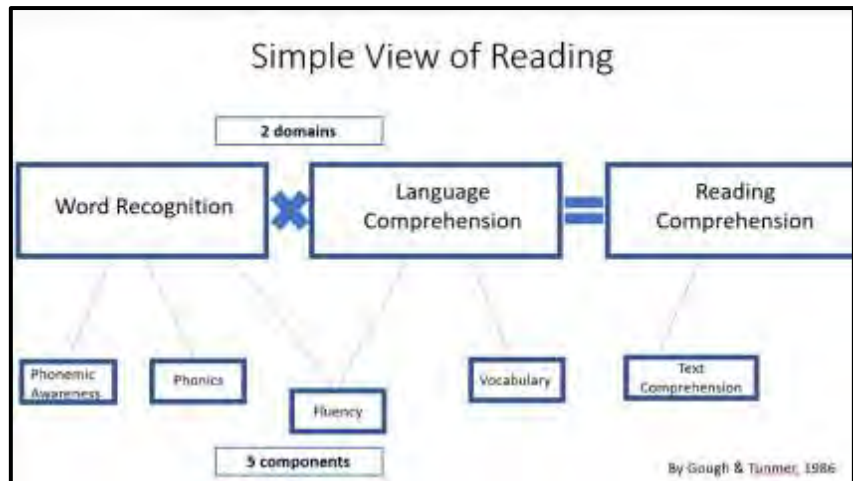
dysgraphia) to ensure that intervention is provided early in a student’s education. The importance of systematic, explicit reading instruction is indicated in “The Ladder of Reading,” Nancy Young indicates that:

- 5% of students are able to learn to read little or no effort;
- 35% of students learn to read easily through broad, core instruction;
- 40% to 50% of students need a code-based explicit, systematic and sequential approach to instruction to learn to read; and
- 10% to 15% of students require additional repetitions and sophisticated diagnostic tools, in addition to code-based explicit, systematic and sequential instruction.¹⁴

The following two conceptual models—the Simple View of Reading and Scarborough’s Rope—represent a dependable source to reference when implementing Idaho’s Comprehensive Literacy Plan and connect assessment to instruction and intervention. Policy decisions, higher education teacher preparation programs, professional development, assessment, and curriculum should be aligned with the domains and components of reading represented in these valid and reliable models of reading.

The Simple View of Reading

The Simple View of Reading outlines the two dominant domains contributing to proficient reading and how the five components of reading (NRP, 2000) map onto these domains to help teachers know what to assess and teach. This view of reading acquisition aligns with the science of reading and the Idaho K-3 statewide early reading screener, the Idaho Reading Indicator (IRI), administered to all students.^{15,16}



Based on current IRI data, it is clear many Idaho K-3 students continue to struggle and need additional instructional and intervention support. Examining IRI performance in the five components of reading, as outlined in the Simple View, can provide Idaho’s educators with the necessary data to identify areas where more robust systematic, explicit instructional practices should be implemented. Scarborough’s Reading Rope expands upon the domains in the Simple View of Reading to identify specific elements of language and word recognition, which suggest a continuum of development over time that teachers must understand to effectively provide explicit, systematic instruction and intervention.

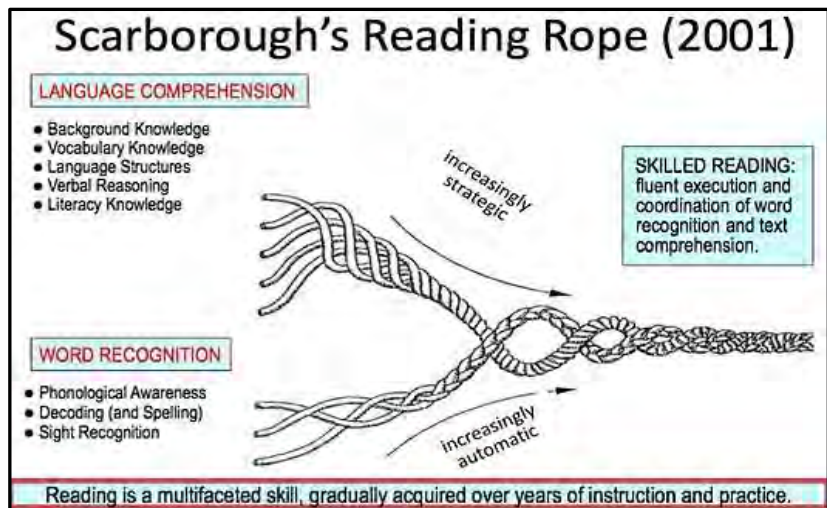
¹⁴ Young, 2020

¹⁵ Gough & Tunmer, 1986

¹⁶ Hoover & Tunmer, 2018

The Reading Rope¹⁷

The complex task of skilled reading is captured in “The Reading Rope” created by Hollis Scarborough. A reader’s language skills become increasingly strategic over time and word decoding becomes increasingly automatic weaving together the skills needed for fluent reading and text comprehension. Scarborough’s Rope can be used by educators to support skill instruction to ensure students become skilled readers.



Multiple studies have confirmed the importance of the five components of reading presented in the Simple View of Reading, with additional emphasis in the importance of teachers having an extensive knowledge of word recognition (phonology, alphabetics, sight recognition), language comprehension (print concepts, vocabulary, syntax, & semantics), spelling (sound letter correspondence), and writing.^{18,19,20}

The “Defining the Reading Rope” chart defines each strand so Idaho educators can provide instruction inclusive of language and word recognition that is based in the skills students need to become proficient readers.

Defining the Reading Rope ²¹	
Developing Language Comprehension	
Background Knowledge	Background knowledge is the warehouse of concepts and experiences we have acquired and continue to acquire throughout our lives. Our personal experiences in the world, the lessons we have learned, or not learned, our biases, the books we have listened to and the books we have read, the vocabulary we know, even our familiarity with different text and sentence structures, all contribute to our background knowledge.
Vocabulary	Experiences in the world also expose readers to vocabulary. Vocabulary knowledge reflects a person’s background knowledge and prior experiences. Two aspects of vocabulary knowledge are important: breadth of word knowledge, including words we have some familiarity with, and depth of word knowledge, the extent to which we know those words extremely well. Both – breadth and depth, contribute to comprehension. Knowledge of word meanings accounts for comprehension more than any other single

¹⁷ Dickinson & Neuman, 2011 (Scarborough, 2001, page 98)

¹⁸ Archer & Hughes, 2011

¹⁹ International Dyslexia Association, 2018

²⁰ Moats, 2020

²¹ Adapted from Glaser, 2017

	strand of the rope. Inferences are dependent upon the ability to activate word meanings.
Language Structures	Language structures address knowledge of written syntax, academic language use, and sentence structure. Understanding how sentences are formed, and how they convey meaning, is critical to our ability to comprehend while we read. If knowledge of syntax is weak, it is likely reading comprehension will be impacted. Readers need to understand how ideas in sentences link together and support each other to make meaning.
Verbal Reasoning	The ability to express learning verbally, to explain answers to the teacher's questions, to infer, conceptualize and frame thoughts in words – all of these ways of connecting ideas, comparing and contrasting ideas, combining ideas, verbalizing one's thinking are referred to as verbal reasoning. Verbal reasoning requires access to vocabulary and background knowledge. Inferencing requires vocabulary and background knowledge and depends upon verbal reasoning. The separate strands of the rope become more difficult to separate one from the other!
Literacy Knowledge	Knowledge of literacy grows over time and through exposure to a variety of texts and genres. Literacy Knowledge includes understanding that the organization of a narrative is different than a poem, and organizational differences and purposes exist between different genres. Literacy knowledge includes familiarity with the different expository text structures authors use to organize information – description, sequence, compare, cause and effect, problem solution and the purpose of bold headings and other organizational features.
Developing Word Recognition	
Phonological Awareness	The ability to isolate, identify and manipulate phonemes, the separate speech sounds in words, makes a strong contribution to decoding and spelling abilities. Phonological awareness is necessary for decoding the written word into spoken language and encoding (spelling).
Decoding	Knowledge of graphemes and syllables and their representation of speech, and the ability to decode the whole word, is necessary for the reading brain to translate the written word into speech. Decoding is the first step in associating print with meaningful language. Spelling words requires complete and accurate memory for sound-symbol correspondences, patterns of letter use in the writing system, and knowledge of meaningful parts of words (morphology) .
Sight Recognition	Proficient reading requires instant word recognition, seeing words and reading them instantly. The path to this achievement is learning phoneme awareness and decoding, combined with sufficient practice reading the words. Once readers achieve consolidated basic reading skills, and can read words without having to decode them sound by sound, fluency is possible. At that point, available cognitive resources can be devoted to comprehension. The term "sight recognition" does not refer to "sight words" (high frequency words we want all students to read by sight) – it refers to any word that is recognized automatically, in less than a second.

With a commitment to using the science of reading and understanding the *Simple View of Reading* and *Scarborough's Rope*, educators are equipped to provide systematic, explicit instruction required to ensure all students attain the foundational reading skills that will support them to become skilled proficient readers. Matching knowledge of reading acquisition to evidenced-based practices and the provision of instruction that supports all learners will ensure Idaho students are empowered to achieve future success.

SECTION III:

ESSENTIAL ELEMENTS

Purpose of This Section

This section outlines our state's goals for improving literacy performance for all students and the next steps Idaho education stakeholders (state, districts, schools, higher education, the community, and home) must corporately and individually take to ensure the goals can be met. The goals are categorized into four Essential Elements: Collaborative Leadership, Developing Professional Educators, Assessment and Data, and Effective Instruction and Interventions.

OVERVIEW**Essential Elements of the Idaho Comprehensive Literacy Plan****Collaborative
Leadership**

Effective leaders are critical in the establishment and sustainability of successful literacy initiatives. Collaborative leaders provide strategic guidance, support data-based decision making and distribution of resources, and encourage partnerships for sharing knowledge and best practices.

**Developing Professional
Educators**

Training high-quality educators (including administrators, teachers, and paraprofessionals) is vital for student success. This requires a strategic, long-term approach that connects and aligns pre-service preparation, onboarding and mentoring, and ongoing professional development. An innovative, clear, and shared focus must be integrated to prepare all educators to effectively implement instructional practices grounded in the science of reading.

**Assessment and Data**

A comprehensive assessment system that includes a screener, diagnostic, and ongoing progress monitoring is critical to improving literacy outcomes. Data-based decision making enables educators to provide instruction and interventions to meet the unique needs of all students. The summative assessment provides educators and policymakers with information about program successes and where additional resources are needed.

**Effective Instruction and
Interventions**

Exceptional teaching inspires engaged and deep learning. Effective instruction and intervention is rooted in implementation of the science of reading in alignment to the Idaho English Language Arts/Literacy Content Standards. When teachers provide systematic, explicit instruction, students at all skill levels benefit. Student outcomes are improved through well-established systems of support for English learners, students with disabilities, and those struggling to develop grade-level literacy skills.

Organization of the Comprehensive Literacy Plan

Improving literacy skills for our students is not just the responsibility of schools or classroom teachers; it takes a statewide collaborative effort. All stakeholders involved in supporting students should understand their responsibilities and ability to contribute to the larger picture, while recognizing that none are in it alone. Working together, we maximize each group's contribution to the overall goal of improving literacy outcomes for Idaho students. The Comprehensive Literacy Plan highlights the role of various stakeholders in



carrying out each of the Essential Elements. Through common goals, collaboration, and communication, we can implement evidence-based strategies to provide all Idaho students with the opportunity to acquire the literacy skills they need for postsecondary and career success.

State:	Policymakers including the Governor, legislature, Superintendent of Public Instruction, State Board of Education (the Board), State Department of Education (the Department), and other state agencies involved in education-related work
Districts, Schools, and Classrooms:	All district and school employees and contractors who work to support students, including superintendents, principals, teachers, counselors, paraprofessionals, contractors, and other school staff
Higher Education:	Idaho's public and private institutions of higher learning, including community colleges, universities, and career-technical and certificate programs
Community and Home:	Parents/guardians, libraries, early learning providers (preschools and daycares), out-of-school time program providers, healthcare providers, nonprofits, businesses, and community agencies

COLLABORATIVE LEADERSHIP

Effective leadership is essential for successful implementation of a sustainable, comprehensive literacy program. When established and cultivated, collaborative leadership brings about a set of common values and beliefs – a complete systems view – that will guide statewide and local school improvement efforts over time.

Previous and Current Implementation

- In 2016, the legislature amended statute related to the literacy initiative. Current statute requires individual reading plans for students who are not proficient, and to provide non-proficient students with 30 to 60 hours of intervention (based on their fall IRI score).
- The legislature substantially increased funding for targeted literacy interventions during the 2016 and 2018 sessions.
- The Department gathers stakeholders frequently to engage in collaboration across departments to support development of statewide plans and decision-making (e.g. Special Education Advisory Panel (SEAP), Assessment Advisory Committee, Idaho Consolidated State Plan, standards and curriculum review committees).
- Since the 2016-2017 school year, local education agencies (LEAs) have submitted Literacy Intervention Program Plans annually. These plans provide guidance to all staff regarding the LEA's approach and strategies for addressing literacy improvement, and encourage collaboration and communication amongst district and school staff.
- The Idaho Higher Education Literacy Partnership (IHELP), formed in 2015, meets regularly to improve collaboration with the state and amongst literacy instructors within the educator preparation programs.
- Community agencies have engaged in efforts to improve school readiness, including Ready Idaho; RISE; and Maternal, Infant, and Early Childhood Home Visiting. A collaborative of agencies received the year one (planning) federal Preschool Development Grant and are currently applying for year two (implementation).

To accomplish continued growth in this work, the following next steps shall be implemented:

COLLABORATIVE LEADERSHIP	
GOAL 1	<p>Ensure strong, coherent effective collaboration amongst entities, including state agencies, postsecondary institutions, K-12 districts, schools, libraries, and community agencies.</p> <ul style="list-style-type: none"> • Communication and partnerships are developed at the local, regional, and statewide levels. • Groups work together to make strategic decisions and develop statewide and regional strategies that maximize funding, resources, and student achievement outcomes.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The State reviews the current literacy initiative and revisits it in order to support a more robust approach to closing the gaps for special populations of students, including English learners, those from low socioeconomic backgrounds, and students with reading difficulties (including specific learning disabilities such as dyslexia, dysgraphia, etc.). ➤ The Legislature provides funding to support literacy initiatives that align to the Idaho Comprehensive Literacy Plan. State budgets are developed with keen focus on balancing high standards and needs for resources with the importance for regional collaboration and local flexibility. ➤ The Board provides leadership to support literacy, including establishing policies and rules and advocating for changes to statute to support evidence-based literacy initiatives and collaboration amongst entities. ➤ The Board and Department commit to consistently putting appropriate resources, including funding, staff time, and efforts to educate other entities on the science of reading, to aid in collaborative decision-making and meeting the goals in this plan. ➤ The Board and Department facilitate collaboration amongst entities, including consistent, coherent communication and regular convenings of groups (e.g. Special Education Advisory Panel) to discuss literacy. ➤ The Board and Department develop and implement a strategy to distribute the Comprehensive Literacy Plan.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ School boards and superintendents establish a district-wide commitment to literacy. ➤ District leaders engage with educators and the community to develop and implement Literacy Intervention Program Plans that include clear strategies grounded in the science of reading (including systematic, explicit literacy instruction and intervention practices), appropriate resources for implementation, and clear student achievement outcomes. ➤ District and school leaders engage in data-driven budgeting and resource allocation to ensure literacy activities are effective and aligned to the goals the LEA established in their Literacy Intervention Program Plan. ➤ Districts facilitate sharing of best practices and maximize resources through regional partnerships (when appropriate and feasible). ➤ District and school leaders put an emphasis on developing schools with strong cultures of collaboration.

<p>Districts, Schools, Classrooms</p>	<ul style="list-style-type: none"> ➤ District and school leaders support infrastructural modifications, as necessary, such as extended time for teacher collaboration and professional learning communities. ➤ Districts and schools partner with the community (including libraries, community agencies, and early learning providers) to provide literacy-focused activities that offer parents/guardians an active way to learn about and engage in their children’s learning (i.e. reading night, book fairs, etc.). ➤ School-level educators act as liaisons to support student and parent/guardian involvement in the development of students’ individual reading plans. ➤ School leaders develop structures and practices that include clear processes for communication and coordination of efforts to ensure students receive appropriate instruction and supports.
<p>Higher Education</p>	<ul style="list-style-type: none"> ➤ Institutions of Higher Education support the state’s strategic direction and commit to collaboration with the state, districts, and schools to support literacy initiatives. ➤ Institutions of Higher Education work with the Board to continue to improve the high school to postsecondary transition and address remediation needs of students at the postsecondary level. ➤ Institutions of Higher Education ensure that programs designed to train school administrators include content focused on the importance and impact of collaborative school culture. ➤ Institutions of Higher Education collaborate with the state, districts, and schools to facilitate and participate in efforts to align the strategies, research, and assessment practices taught during educator preparation with those implemented by practicing teachers, and ensure all are aligned to the science of reading. ➤ Leaders at Idaho’s institutions of higher education support their faculty in participating in IHELP to strengthen statewide partnerships focused on working to improve educator preparation in the area of literacy instruction.
<p>Community and Home</p>	<ul style="list-style-type: none"> ➤ Early learning providers, out-of-school time providers, libraries, and other community agencies continue to engage in local partnerships with districts and schools to support literacy and other learning initiatives. ➤ Community partners (libraries, nonprofits, medical providers, etc.), in collaboration with state agencies, coordinate to amplify and expand existing efforts to enhance school readiness statewide by building families’ knowledge about the importance of engaging in activities that promote early literacy skills development from birth to age 5. ➤ Parents/guardians engage as active partners with their children’s schools, including recognizing shared responsibility for achieving developmental and learning outcomes. ➤ Parents/guardians support the implementation of their district’s Literacy Intervention Program Plan, including participating in the development of individual reading plans (if needed for their child). ➤ Parents/guardians engage with the school by participating in activities (e.g. PTA, reading nights, etc.).

DEVELOPING PROFESSIONAL EDUCATORS

High quality educator preparation and continued professional development are keys to improving literacy. Defining what teachers need to know; ensuring they have opportunities to learn; and supporting them in implementing that knowledge in classrooms is basic to achieving the goal of literacy for all. To that end, it is critical that teachers receive instruction that embeds and models the science of reading throughout educator preparation, and that ongoing professional development be appropriately aligned. Idaho's institutions of higher education use the Comprehensive Literacy Standards (within the [Idaho Standards for Initial Certification of Professional School Personnel, State Specific Standards](#)) to guide educator preparation.

Teachers must have the ability to implement systematic, explicit instruction in word recognition and language comprehension (as shown in the Simple View of Reading and Scarborough's Rope in *Section II: Developing Literacy*) including the Five Essential Reading Components: phonemic awareness, phonics, fluency, vocabulary, and comprehension. [The International Dyslexia Association \(IDA\) Knowledge and Practice Standards for Teachers of Reading](#), which outlines teacher knowledge and resulting effective reading instruction which benefits *all* students, can be used as a resource by the state, districts, and schools to align professional development to the science of reading.

Examples of Expectations for Educators (IDA Knowledge and Practice Standards) ²²		
Reading Component	Standard	Knowledge
Phonemic Awareness	Know/apply in practice considerations for the principles of phonemic-awareness instruction: brief, multisensory, conceptual, articulatory, auditory-verbal.	Plan to provide brief (5–10 minute), distributed, multisensory phonemic-awareness activities during structured literacy classroom teaching and/or intervention for 15–20 weeks (or more, as needed, to reach curricular goals) in K–1 and for students who need remedial instruction after first grade.
Phonics	Know/apply in practice considerations for organizing word-recognition and spelling lessons by following a structured phonics lesson plan.	Use a lesson framework that includes review of a previously learned skill or concept, introduction of a new skill or concept, supported practice, independent practice, and fluent application to meaningful reading and/or writing.
Fluency	Know/apply in practice considerations for varied techniques and methods for building reading fluency.	Describe the role of and appropriate use of independent silent reading, assisted reading, repeated reading, and integrated fluency instruction to promote fluent reading of text.
Vocabulary	Know/apply in practice considerations for the role and characteristics of direct, explicit methods of vocabulary instruction.	Identify and describe vocabulary-building strategies that are particularly promising for use with English Learners.

²² International Dyslexia Association, 2018

Previous and Current Implementation

- The State requires LEAs to assign new teachers a mentor teacher and requires teachers to have individual professional learning plans (IPLPs).
- From 2016 to 2020, IHELP has provided feedback regarding the Idaho Comprehensive Literacy Course and Assessment, helped to update the Literacy Standards for Educator Preparation; compiled competencies as a resource for higher education faculty and pre-service teacher candidates; and worked to pilot common pre-service literacy assessments at Idaho's institutions of higher education.
- In 2017-2018, the State Board of Education utilized the final allocation of federal SAHE funding to support a project led by Boise State University (based on an ongoing, successful [BSU research project](#)), which was implemented by educator preparation programs across the state and ensured participating first year teachers had a secondary access point (educator preparation staff in their region) for mentoring and instructional feedback.
- The Department has and continues to provide professional development (PD) to support increasing teacher knowledge and capacity to implement evidence-based strategies to improve literacy outcomes for students.
 - The Department offers targeted professional learning with coaching for special education educators through the [State Systemic Improvement Plan \(SSIP\)](#).
 - The department offers facilitated professional learning through the Idaho Principals Network to support administrators to improve the quality of instruction and learning outcomes for all students.

To accomplish continued growth in this work, the following next steps shall be implemented:

DEVELOPING PROFESSIONAL EDUCATORS	
GOAL 1	Develop and implement a systematic approach to building teachers' knowledge and skills through educator preparation grounded in the science of reading.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The Board ensures the educator preparation program approval and monitoring process continues to set high standards for quality and continuous improvement. Reviews of educator preparation programs include an analysis of the integration of evidence-based literacy/reading instruction into coursework and alignment to the Comprehensive Literacy Standards. ➤ The Board, in partnership with representatives from the educator preparation programs and IHELP, reviews the Idaho Comprehensive Literacy Course (ICLC) and Idaho Comprehensive Literacy Assessment (ICLA) on a regular basis to ensure they are grounded in the science of reading. ➤ The State continues to require teachers prepared out of state or through non-traditional routes to complete the ICLC or ICLA to demonstrate knowledge of effective practices in teaching literacy development. ➤ The Department collaborates with educator preparation programs to ensure that all teacher candidates know how to use screener and diagnostic assessments to identify students with reading difficulties (including specific learning disabilities such as dyslexia, dysgraphia, etc.) and are prepared to provide appropriate interventions to meet their specific needs.

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Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school educators work with educator preparation programs to develop systems and structures that ensure that all candidates' field experiences are valuable and effective learning opportunities.
Higher Education	<ul style="list-style-type: none"> ➤ Educator preparation programs ensure educators receive effective preparation in literacy instruction grounded in the science of reading, including application of the Idaho Comprehensive Literacy Standards, as applicable to their role (clarified in Administrative Code). ➤ IHELP continues to work to ensure the ICLC and ICLA are well-aligned with recognized science of reading knowledge and practices. ➤ Educator preparation programs ensure all teacher candidates are prepared to address the learning needs of all students, including English learners and those with learning difficulties (including specific learning disabilities such as dyslexia, dysgraphia, etc.) through the use of the Idaho Standards for Initial Certification of Professional School Personnel. ➤ Educator preparation programs provide teacher candidates with clinical, field study, and study teaching opportunities early and often, and ensure field experiences are implemented effectively.
GOAL 2	Provide transition support and mentoring opportunities for new teachers through the first three to five years of instruction.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The Board continues to require individual professional learning plans and mentoring for new teachers. ➤ The Board and Department provides guidance to districts and schools regarding effective onboarding and mentoring practices (e.g. the Idaho Mentor Standards).
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school leaders ensure consistent and effective implementation of state-required mentoring, and individual professional learning plans. ➤ District and school leaders ensure that beginning teachers in the early elementary grades are matched with mentors who have demonstrated effective reading instruction (teachers, certified coaches, etc.). ➤ District and school leaders work to develop schedules that include appropriate time for mentoring. ➤ District and school leaders offer opportunities for educators (particularly new teachers) to improve their craft by reviewing videos of their own instruction and/or observing each others' classroom instruction (micro-teaching).
Higher Education	<ul style="list-style-type: none"> ➤ Educator preparation programs work with the Board and the Department to make pedagogical and practical connections between teacher preparation, onboarding and mentoring, and ongoing professional development. ➤ Educator preparation programs work with school districts to support new teachers in transitioning to the classroom.

GOAL 3	<p>Provide comprehensive professional development that is strategic, cohesive, grounded in the science of reading, and meets the needs of all educators (including district and school administrators, teachers, paraprofessionals, and library staff). Use evidence-based practices to provide effective professional development in order to increase teachers' likelihood of fully integrating the science of reading into their pedagogical and instructional repertoires, including:</p> <ul style="list-style-type: none"> • Job-embedded professional development, such as instructional coaching • Sustained, intensive professional development focused on reading literacy and how to help struggling readers • Teacher collaboration, inquiry, and joint problem-solving • Subject-area and grade-band specific professional development that coaches teachers on how to integrate literacy knowledge into their specific role(s).
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The Legislature and the Department provide funding for effective professional development (which may include instructional coaching, collaborative time and stipends for teachers, PLCs, etc.). ➤ The Board develops a plan for strategic professional development efforts for all core subjects, including literacy grounded in the science of reading. ➤ The Department provides literacy professional development in accordance with the Board's developed plan and aligned to the IDA Knowledge and Practice Standards. Professional development sessions include: <ul style="list-style-type: none"> ○ Training videos designed to increase educators' assessment knowledge and guides them in using assessment and other student data to differentiate instruction. ○ Training on evidence-based literacy instruction strategies for special populations of students, including English learners, students with learning difficulties (including those with specific learning disabilities such as dyslexia, dysgraphia, etc.), and students identified for interventions. ○ Job embedded, sustained professional development in early reading foundations and literacy skills through the Idaho Coaching Network (ICN). ➤ The Department provides support to districts and schools in identifying appropriate, high quality professional development partners, vendors, and opportunities.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school leaders provide professional development that is aligned to the IDA Knowledge and Practice Standards and addresses critical practices for literacy development, including systematic and explicit instruction, assessment and data, and use of assistive technologies. ➤ District and school leaders ensure that teachers, coaches, and paraprofessionals providing literacy interventions to students are trained on instructional practices grounded in the science of reading and are prepared to address the needs of all students, including those with learning difficulties (including specific learning disabilities such as dyslexia, dysgraphia, etc.). ➤ Districts and schools provide training to educators (teachers, coaches, and paraprofessionals) based on their knowledge, experience, and success in implementing practices grounded in the science of reading. Those who excel are given opportunities for advanced learning and leadership.

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Districts, Schools, Classrooms	<ul style="list-style-type: none">➤ Districts and school leaders proactively adjust structures and schedules to ensure teachers have opportunities to engage in sustained, job-embedded professional development.➤ District and school leaders ensure that any professional development or training on literacy provided by outside entities is appropriately grounded in the science of reading.➤ When appropriate and feasible, districts and schools partner with other districts/schools to facilitate collaborative professional development, including regional trainings and cross-school professional learning communities.➤ When possible, districts and schools invite early education providers to combined early grades professional development to enhance collaboration and alignment efforts.
Higher Education	<ul style="list-style-type: none">➤ Institutions of Higher Education partner with the state, districts, and schools to provide high quality professional development grounded in the science of reading and aligned to the IDA Knowledge and Practice Standards.
Community and Home	<ul style="list-style-type: none">➤ When invited, early learning providers engage with districts and schools for combined early grades professional development and collaboration.➤ When possible, out-of-school time providers, libraries, and other community agencies engage with districts and schools to share resources for literacy-focused professional development.

ASSESSMENT AND DATA

As stated in the book *Making Assessments Matter Using Test Results to Differentiate Reading Instruction* by Nonie Lesaux and Sky Marietta, in order to promote reading achievement, educators need to have a comprehensive assessment system (*a coordinated and comprehensive system of multiple assessments; as defined by the US Department of Education*) approach that includes action steps to link assessment results to the day-to-day instruction in the classroom. Literacy assessments, when properly used, can be the difference between a child receiving the help he or she needs or continuing to struggle as a reader.²³

Valid and reliable assessment is a necessary component of literacy instruction.

Meaningful assessment data in the hands of knowledgeable teachers is a powerful tool in meeting students' individual needs.

The State Board of Education believes that a statewide comprehensive assessment system is a critical component in implementing sound instructional practices and improving student achievement. A comprehensive assessment system includes screening, diagnostic, formative, interim, and summative assessments used for specific purposes in an integrated manner to improve teaching and learning. Idaho's statewide comprehensive assessment system includes standardized assessments aligned to the Idaho State Content Standards for English Language Arts/Literacy (ELA/L), including the Idaho Reading Indicator (IRI) by *Istation* for students in kindergarten through third grade and the Idaho Standards Achievement Test (ISAT) by *Smarter Balanced* in ELA/L for students in grades three through eight and ten. Data from statewide assessments is best used in combination with diagnostic assessments, classroom assessments, and teacher observations. Additionally, data is used to inform stakeholders of the effectiveness of instructional programs, practices, and interventions within classrooms and schools.

Previous and Current Implementation

- The State has implemented interim and summative assessments in ELA / Literacy through its contract with the *Smarter Balanced Assessment Consortium* since the 2014-2015 school year.
- The Department has and continues to provide ongoing targeted professional development to districts and schools to support the implementation of a comprehensive assessment system and supports educators in using data to inform instruction and improve outcomes for students.
- In 2016, based on feedback from the Literacy Implementation Committee and the Early Literacy Assessment Working Group, the Board requested that the Department issue a Request for Proposals (RFP) for a new literacy assessment which would evaluate a broader range of literacy skills. The IRI by *Istation* was administered to all students beginning in the 2018-2019 school year.
- In 2018-2019, the Department launched new report cards (idahoschools.org) that include data (IRI, ISAT, English Learner assessment, etc.) at the state, district, and school levels.

²³ Lesaux & Marietta, 2012

To accomplish continued growth in this work, the following next steps shall be implemented:

ASSESSMENT AND DATA	
GOAL 1	<p>Use a comprehensive assessment system that is appropriately aligned to the Idaho Content Standards to integrate meaningful literacy data into instruction and intervention practices, including the following (please see definitions sections for more details):</p> <ul style="list-style-type: none"> • Screener Assessment(s) • Diagnostic Assessments(s) • Progress Monitoring Assessments • Formative Assessments • Interim Assessments • Summative Assessment
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The State continues to provide resources and support for implementation of a comprehensive assessment system aligned to Idaho's English Language Arts/Literacy State Content Standards. ➤ The State provides resources to support districts and schools in their efforts to administer assessments in a manner that minimizes instructional disruptions (example: additional computers for assessment to allow labs to be used for instructional purposes). ➤ The Board provides templates to support districts and schools in creating LEA Literacy Intervention Program Plans and students' individual reading plans. ➤ The Department provides guidance to districts and schools regarding how to use IRI by <i>Istation</i> data to identify students at risk of reading difficulties (including specific learning disabilities such as dyslexia, dysgraphia, etc.). ➤ The Department provides targeted resources to districts and schools when assessment data indicates the district/school needs support.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school educators continue to implement a comprehensive assessment system. ➤ Districts develop and implement systems and practices to engage all educators (administrators, classroom teachers, special education, Title I, and paraprofessionals) in collaboratively using data to identify and provide strategic, cohesive interventions for students who need extra support. ➤ Educators use IRI data to identify students at risk for reading difficulties. ➤ Educators administer diagnostic assessment(s) when appropriate to clarify the needs of students identified as at risk for reading difficulties (including those with specific learning disabilities such as dyslexia and dysgraphia). ➤ Educators disaggregate and analyze data to drive instruction and guide the development of individual reading plans for students not scoring "At Grade Level" (proficient) on the IRI. ➤ Educators use progress monitoring assessments to determine if students are making appropriate progress towards developing grade-level literacy skills. ➤ Teachers provide parents/guardians with students' assessment results in a timely manner; inform parents of the meaning of the results and how to support learning at home; and engage parents in using data to develop students' individual reading plans.

Community and Home	<ul style="list-style-type: none"> ➤ When feasible, early learning providers work with their local school district and/or Department of Health Welfare regional or local office to receive training on administering literacy screening assessment (such as the Get Ready to Read Screening Tool). ➤ Early learning providers who have completed training conduct screening to identify students who may need additional support, including those with learning disabilities (dyslexia, dysgraphia, etc.), and refer them for additional diagnostics and support. ➤ Medical providers utilize screening in well checks to indicate signs of developmental delays that may affect learning and literacy skills development and provide parents with information regarding where and how to get additional diagnostics and support.
GOAL 2	Support teacher candidates in building strong assessment knowledge by integrating research methods, statistics, and assessment literacy coursework into educator preparation.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The Board ensures that state reviews of educator preparation programs include an evaluation of the inclusion of assessment literacy within the educator preparation process. ➤ The Department shares information with educator preparation programs and IHELP about the state's comprehensive assessment system and aligned resources in order to improve assessment literacy of pre-service teachers.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ Districts and schools work with higher education to ensure that assessment practices are integrated into student teaching and mentoring of new teachers.
Higher Education	<ul style="list-style-type: none"> ➤ Institutions of Higher Education prepare teacher candidates to assess students appropriately using screeners, diagnostics, curriculum-based measures (CBM), and other formative assessments and ensure pre-service teachers understand how to interpret and use data to guide instruction. ➤ Institutions of Higher Education integrate research methods (how to identify sound research and read and interpret findings) into educator preparation coursework. ➤ Institutions of Higher Education ensure that all field experiences (field study, clinicals, student teaching, etc.) integrate regular practice in using assessments and data to drive instruction.
GOAL 3	Provide practicing educators with assessment literacy professional development to ensure effective integration of assessments and data into instructional practice.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The Department provides professional development and technical assistance to districts and schools on how to utilize data from a comprehensive assessment system to effectively plan and deliver instruction and interventions. ➤ The Department provides professional development and resources focused on assessment literacy, including using the right assessment for the right purpose.

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Districts, Schools, Classrooms	<ul style="list-style-type: none">➤ District leaders provide training and support to educators in assessment data analysis to inform instruction and provision of interventions grounded in the science of reading.➤ District and school leaders provide parents/guardians with information regarding the assessments being used and how the data is interpreted and used to guide instruction and interventions.
Higher Education	<ul style="list-style-type: none">➤ Institutions of Higher Education support educators in developing assessment and data-use knowledge through professional development and ongoing coursework.
Community and Home	<ul style="list-style-type: none">➤ Parents/guardians take advantage of opportunities to learn about the assessments being used in local schools and how assessments inform instruction and interventions.

EFFECTIVE INSTRUCTION AND INTERVENTIONS

Effective instruction and interventions are critical in supporting students' development of strong literacy skills. Educators need to be knowledgeable of the science of reading research and effective strategies to continually provide the best support to all students, especially those from diverse backgrounds and those who struggle to develop grade-level literacy skills. The [IDA Knowledge and Practice Standards](#) provides guidance regarding effective literacy instruction aligned to the science of reading.

Examples of Effective Reading Instruction ²⁴	
Reading Component	Example of Instruction
Phonemic Awareness	Use tactile and kinesthetic aids, such as blocks, chips, sound boxes, body mapping, finger tapping, and left-to-right hand motions in learning a variety of early, basic, and more advanced PA activities as appropriate.
Phonics	Effectively teach all steps in an explicit phonics lesson. (For example, develop phonemic awareness, introduce sound/spelling correspondence, blend and read words, practice word chaining, build automatic word recognition, spell and write selected lesson words, and apply to decodable text reading.)
Fluency	Provide ample opportunities for student(s) to read connected text daily, with appropriate feedback on decoding errors.
Vocabulary	Adopt and use a routine for introducing and providing practice with new word meanings.
Comprehension	Plan and deliver comprehensive listening and/or reading comprehension lessons that address background knowledge, interpretation of vocabulary and academic language, and text structure using strategies that fit the text.

Previous and Current Implementation

- The legislation created by the Board and adopted by the Legislature in 2016 requires students in kindergarten through third grade who do not score proficient on the fall IRI to receive 30 or 60 hours of literacy intervention (depending on their score).
- The Legislature has provided increased and ongoing funding for literacy interventions.
- Governor Brad Little has made early literacy a key initiative, and requested increased funding from the legislature in 2018, which was appropriated.
- The Department developed and provided materials to support districts, schools, and teachers to deliver effective evidence-based instruction.
 - Idaho trainer materials based on the Institute of Educational Sciences (IES) practice guides for Adolescent Literacy and Effective Literacy and English Language Instruction for English learners.
 - Through the curriculum review process, the Department ensures Idaho districts and schools have access to adopt high quality reading curriculum at a state-contracted cost.
 - Job-embedded professional development through the Idaho Coaching Network to build teacher leaders in literacy

²⁴ International Dyslexia Association, 2018

- Targeted online professional learning linked to the science of reading through an online course designed to highlight the Five Essential Reading Components.
- Sustained professional learning for special education professionals through the [State Systematic Improvement Plan \(SSIP\)](#).
- Targeted language use and development online program through Imagine Learning for English learners.

To accomplish continued growth in this work, the following next steps shall be implemented:

EFFECTIVE INSTRUCTION AND INTERVENTIONS	
GOAL 1	Educators have a strong understanding of the science of reading and use systematic, explicit instruction to build all students' foundational reading skills and ensure they are progressing.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The State continues the implementation of a cohesive state literacy policy that includes providing clear academic content standards that ensure equity of opportunity and academic achievement for all learners. ➤ The Board and Department support laws, policies, and practices designed to ensure that instruction is grounded in the science of reading, students are provided a strong early start in literacy, and those who demonstrate reading difficulties (including those with specific learning disabilities such as dyslexia or dysgraphia) receive effective interventions. ➤ The Department releases appropriate resources (guides, etc.) aligned to the Comprehensive Literacy Plan, including specific guidance regarding instructional and intervention strategies grounded in the science of reading.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school leaders understand the science of reading, stay current on research, and demonstrate a willingness to adjust structures and systems in schools to apply best practices and encourage innovation (such as flexible grouping, in-class tutoring, etc.). ➤ Districts are diligent and thorough in their adoption of curriculum aligned to the K-3 foundational reading skills, as outlined in the Idaho K-5 State Content Standards. District leaders evaluate their core programs to ensure they are aligned to the science of reading. ➤ Districts and school leaders ensure literacy instruction addresses all aspects of literacy, including oral language skills, the Five Essential Reading Components, and writing. ➤ District and school leaders support teachers and paraprofessionals in developing and applying their knowledge of the science of reading through systematic, explicit instruction and appropriate interventions to ensure all students gain grade-level literacy knowledge and skills (including those with learning difficulties or specific learning disabilities). ➤ Districts and school leaders provide all stakeholders with information about the standards and curriculum and the difference between them. ➤ Teachers recognize the importance of writing practice and provide frequent opportunities for students to develop writing skills.

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Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ Districts and schools provide information to parents/guardians about how to support their children's literacy development, including signs of learning difficulties or specific learning disabilities (dyslexia, dysgraphia, etc.).
Higher Education	<ul style="list-style-type: none"> ➤ Institutions of Higher Education ensure teacher candidates have a strong understanding regarding how to apply the K-3 foundational reading skills, as outlined in the Idaho K-5 State Content Standards, with all students. ➤ Institutions of Higher Education ensure teacher candidates have knowledge of research methods and can demonstrate the ability to apply the science of reading into practice. ➤ Institutions of Higher Education ensure that teacher candidates understand the process of explicitly teaching writing, including the process of pre-writing, drafting, editing, and publishing. ➤ Institutions of Higher Education prepare teachers candidates to integrate writing to strengthen content reading and reading to strengthen content writing. ➤ Institutions of Higher Education support practicing educators in gaining or improving their knowledge of current research and instructional and intervention practices grounded in the science of reading through professional development and/or ongoing coursework.
Community and Home	<ul style="list-style-type: none"> ➤ Community agencies work with early learning providers to increase use of the Idaho Early Learning Guidelines statewide.
GOAL 2	Teachers use available information about their students, including assessments, school records, individual reading plans, other learning plans, and information from previous teachers and parents, to individualize instruction and address students' needs.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The Board and Department provide guidance to districts and schools regarding information to be transferred when a student switches districts, schools, or classrooms within a school year or progresses to the next grade.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ Districts and schools implement coherent systems of instruction with clear learning outcomes that provide consistency for students and teachers and maximize learning. ➤ District leaders support expansion and ongoing renewal of school libraries. ➤ Teachers leverage library resources and personnel to supplement literacy instruction and ensure students have access to literature. ➤ Teachers and paraprofessionals engage in meaningful transition planning within and between grade levels to ensure teachers are fully informed of students' current learning status and individual instructional needs.
Higher Education	<ul style="list-style-type: none"> ➤ Institutions of Higher Education provide subject-matter expertise to the state, districts, and schools to support efforts to individualize literacy instruction based on the science of reading.
Community and Home	<ul style="list-style-type: none"> ➤ Early learning providers build relationships with school districts and schools to facilitate sharing of information regarding students and how they learn in order to aid in improved preschool to kindergarten transitions.

GOAL 3	Implement a focused, multi-tiered system of supports (MTSS) to identify struggling readers for intervention. Implement student interventions that are grounded in the science of reading, provided by appropriately trained instructors, and are aligned to the district's Literacy Intervention Program Plan.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The State provides continued funding to districts to support literacy initiatives, including targeted interventions. ➤ The Department provides training to secondary schools on early warning systems.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school leaders ensure effective core instruction grounded in the science of reading that maintains the majority of students (approximately 80% or more) at or above grade level. ➤ Districts and schools implement a system of intervention that provides additional targeted reading instruction based on the students' diagnosed needs and consistent with core instruction. <ul style="list-style-type: none"> ○ Secondary schools have an early warning system in place and ensure students not at grade level continue to receive needed support. ➤ Schools provide Tier 2 and Tier 3 support, as required, that is consistent and coherent with core reading instruction, ensuring that interventions provided supplement and do not supplant core instruction. ➤ Schools adjust staffing to ensure that, whenever possible, highly qualified and trained staff deliver reading interventions to students with reading difficulties, including those with specific learning disabilities (dyslexia, dysgraphia, etc.). ➤ Educators work collaboratively with each other and students' parents/guardians to develop individual reading plans, when required, and ensure they are effectively implemented. ➤ Teachers and paraprofessionals utilize progress monitoring to support data-based decision making regarding students' interventions.
Higher Education	<ul style="list-style-type: none"> ➤ Institutions of Higher Education ensure teacher candidates are prepared to provide effective literacy intervention to struggling readers, including those with learning difficulties. ➤ Institutions of Higher Education integrate content regarding effective implementation of MTSS (all tiers) into educator preparation coursework.
GOAL 4	Students receiving special education services, including those with identified learning difficulties or specific learning disabilities (dyslexia, dysgraphia, etc.) are provided effective literacy instruction grounded in the science of reading and aligned to their individual education plans.
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The Department provides ongoing professional development to support general and special education teachers as part of Idaho's State Systemic Improvement Plan. ➤ The Department provides instructional guidance, including specific strategies on how to identify and support students with specific learning disabilities (dyslexia, dysgraphia, etc.).

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State	<ul style="list-style-type: none"> ➤ The state provides training and support through Idaho Special Education Support and Technical Assistance (SESTA) to ensure educators (teachers, paraprofessionals, etc.) are aware of the characteristics of specific learning disabilities, are able to identify them, and know what to do if they suspect a student needs additional diagnosis and/or support.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school leaders ensure special education teachers have access to and support in receiving in-depth training to address the needs of students with specific learning disabilities (dyslexia, dysgraphia, etc.). ➤ District and school leaders ensure educators are communicating across programs (general education, special education, etc.) and that core instruction, interventions, and special education instruction are cohesive and grounded in the science of reading.
Higher Education	<ul style="list-style-type: none"> ➤ Institutions of Higher Education include coursework in educator preparation that ensures all teacher candidates have knowledge regarding how to identify characteristics of specific learning disabilities (dyslexia, dysgraphia, etc.) and provide appropriate support to students.
Community and Home	<ul style="list-style-type: none"> ➤ Idaho Child Find integrates information about developmental challenges, including early characteristics of specific learning disabilities (dyslexia, dysgraphia, etc.) and educates parents on what to watch for at home. ➤ Medical providers integrate screening for developmental delays and specific learning disabilities (dyslexia, dysgraphia, etc.) into their well checks and provide parents with information on how to get additional testing and/or support.
GOAL 5	Provide effective literacy development support to English learners aligned with the English Language Development Standards (WIDA Standards).
Group Responsible	Next Steps
State	<ul style="list-style-type: none"> ➤ The State provides continued support and resources to English Learner programs. ➤ The Board ensures that the English Language Development Standards are appropriate and adopts updates to the standards as necessary. ➤ The Department provides effective professional development opportunities on the implementation the English Learner State Standards (with emphasis on updates), the stages of language acquisition, and the correlation to literacy in the first or second language.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school leaders provide professional development to teachers on the English Language Development Standards and their alignment to the Idaho Content Standards, including grade cluster key language uses, language expectations, and proficiency level descriptors. ➤ District and school educators provide targeted support to English learners using knowledge of the progression of literacy development for multi-lingual learners. ➤ District and school educators provide engagement opportunities to parents/guardians of English learners to promote literacy, including collaboration with their network of support (non-profits, out-of-school providers, specialists, etc.).

Higher Education	➤ Institutions of Higher Education ensure teacher candidates are prepared to integrate the English Language Development Standards into their instructional practice, to support any English learners within their classrooms.
Community and Home	➤ Libraries, non-profits and other community agencies implement activities focused on reaching English learners and their families, and promote the development of strong literacy skills, including literacy in their dominant (first) language.
GOAL 6	Ensure consistency and coherency of literacy instruction between programs in districts and schools (general education, interventions, special education, Title I, EL program, etc.) and integrate literacy instruction into all content areas.
Group Responsible	Next Steps
State	➤ The State supports districts and schools in creating schedules that maximize instructional and educator collaboration time.
Districts, Schools, Classrooms	<ul style="list-style-type: none"> ➤ District and school leaders establish systems and practices that facilitate communication and collaboration of educators across programs and content areas to promote instructional coherence, ongoing learning, and application of the science of reading. ➤ District and school leaders make strategic decisions to increase integration of literacy instruction in all content areas (i.e. English, math, science, social studies, history, etc.). ➤ Teachers and paraprofessionals work in cross-subject teams to effectively integrate strong literacy instruction into all content areas.
Higher Education	<ul style="list-style-type: none"> ➤ Institutions of Higher Education ensure that graduate programs designed to train school administrators include content about instructional coherence across educational programs (general education, interventions, special education, Title I, EL program, etc.). ➤ Institutions of Higher Education ensure that educator preparation programs (for administrators and teacher candidates) include content about integrating literacy instruction into all content areas.

SECTION IV:

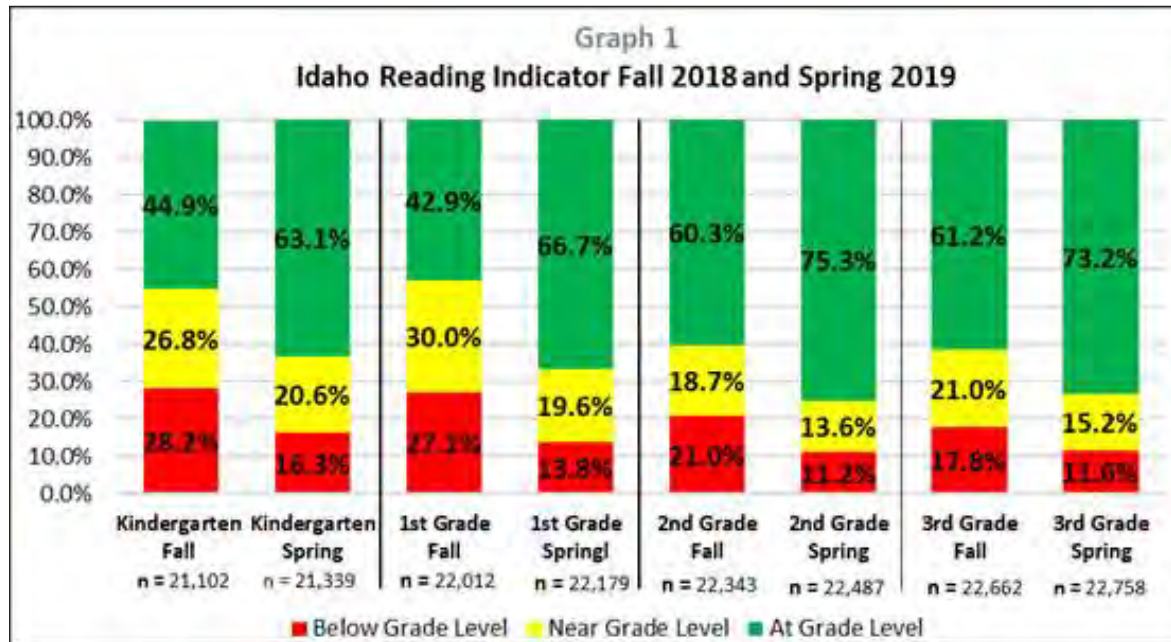
STUDENT PERFORMANCE DATA

Purpose of This Section

This section provides information regarding the performance of Idaho students on standardized assessments in English Language Arts/Literacy. It includes graphical representations of student performance, as well as data analysis.

IDAHO READING INDICATOR (IRI)

The Idaho Reading Indicator (IRI) is used as both a screener and diagnostic that measures reading skills including: Listening Comprehension, Letter Knowledge, Phonemic Awareness, Vocabulary, Spelling, and Text Fluency. IRI data is reported in three levels; at grade level, near grade level, and below grade level.²⁵ Information regarding the assessment's technical specifications and which subtests are normed for each grade level is available in [Idaho's Indicators of Progress \(ISIP\) Early Reading Technical Report](#).²⁶ Graphs 1 through 4 show IRI performance data for the 2018-2019 school year.

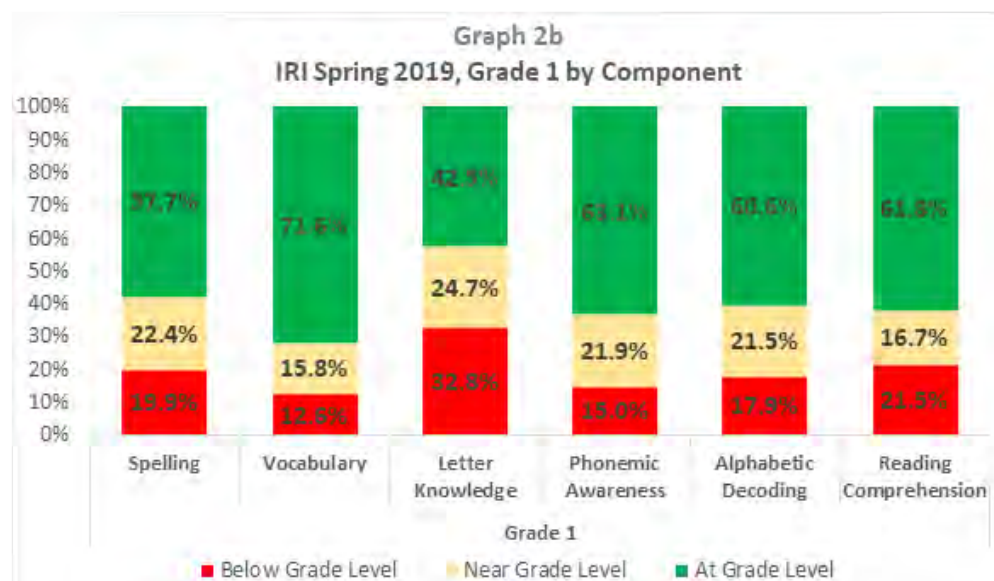
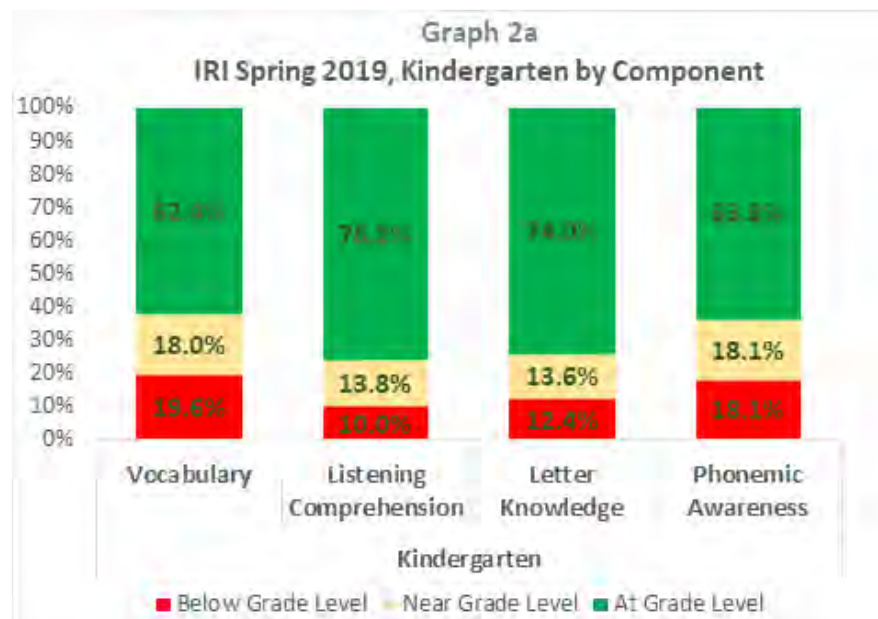


Graph 1 Analysis

- All grades show substantial improvement in the percentage of students reading at grade level from fall to spring.
- However, by the end of 3rd grade, roughly one quarter of students are still not reading at grade level.

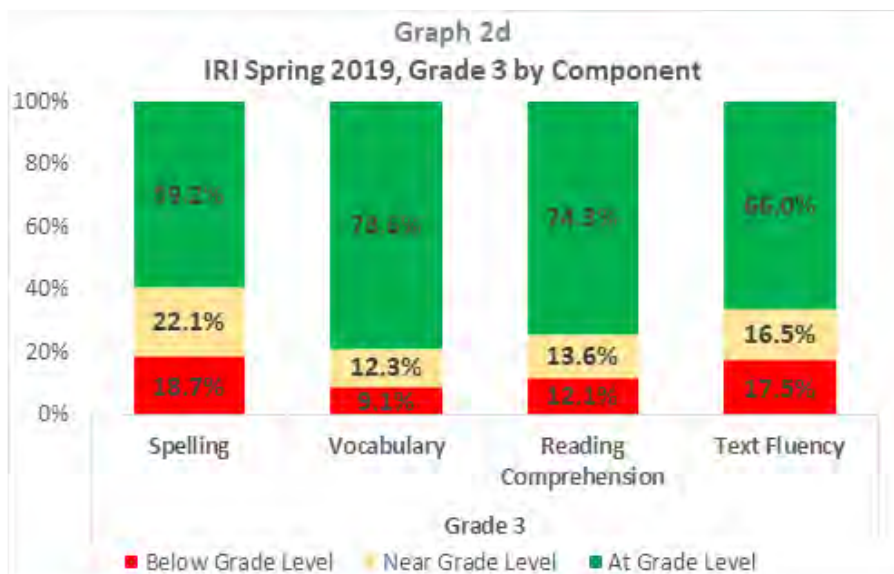
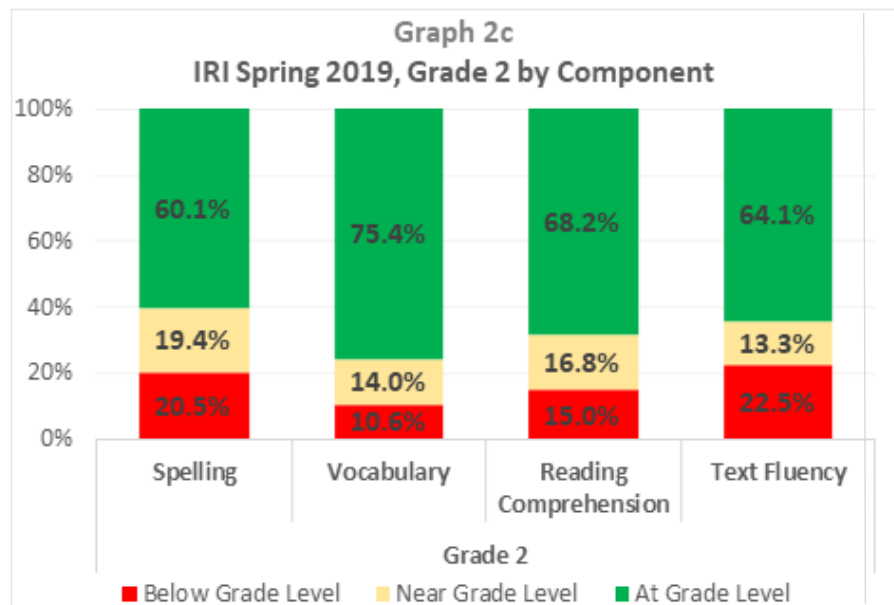
²⁵ State Department of Education, 2020, Student Achievement Report

²⁶ Mathes, Torgeson & Herron, 2016



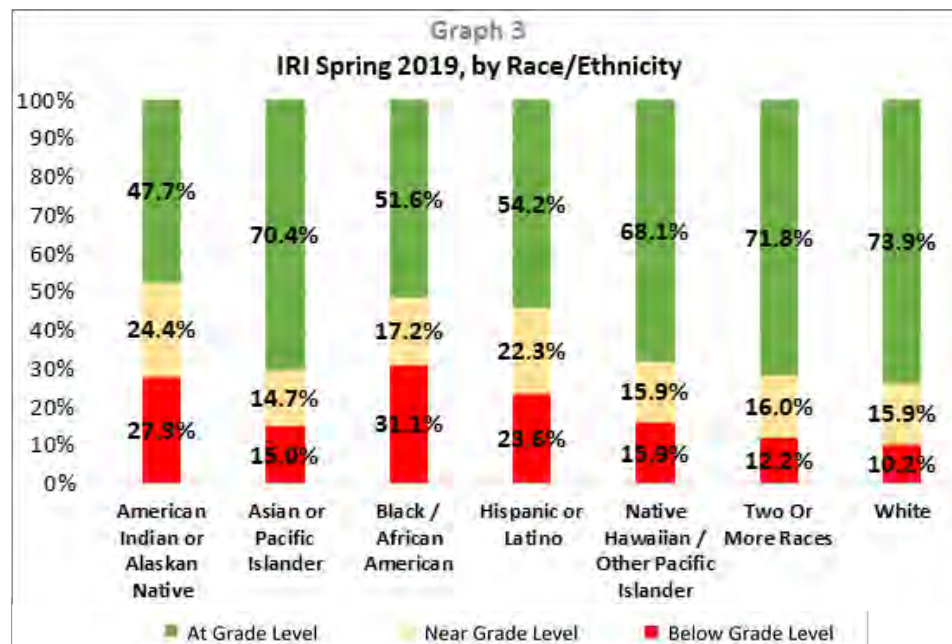
Graphs 2a and 2b Analysis

- Kindergartners scored highest in listening comprehension (76.2%) and letter knowledge (74%) subtests.
- The percentage of kindergarten and first grade students at grade level in phonemic awareness was nearly identical (63%).
- Vocabulary proficiency was lowest in kindergarten (62%), but showed the highest proficiency rate for first graders of any subtest (71.6%).
- While only 12.4% of kindergartners were below grade level in letter knowledge, the percentage below grade level was larger in first grade (32.8%).
- First grade has the largest number of subtests, as it includes assessment of emerging literacy skills (letter knowledge, phonemic awareness), as well as those that reflect that a student has already developed basic reading skills (spelling, reading comprehension).



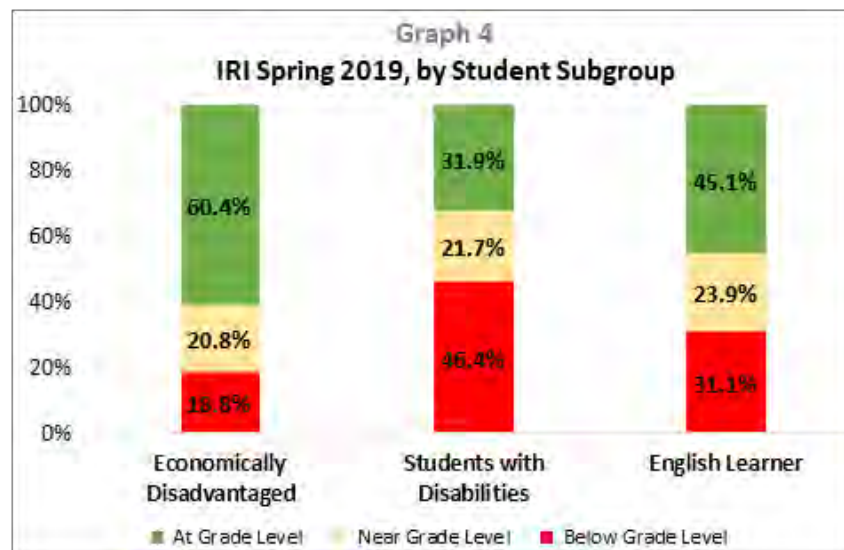
Graphs 2c and 2d Analysis

- Grades 2 and 3 have the same subtests: spelling, vocabulary, reading comprehension, and text fluency, and no longer include subtests that assess emerging literacy skills (letter knowledge, phonemic awareness).
- Vocabulary was the subtest with the highest percentage of students at grade level for both second (75.4%) and third grade (78.6%).
- In both second and third grade, 40% of students do not demonstrate grade-level spelling skills.
- The percentage of students at grade level in reading comprehension was higher in second grade (74.3%) than second grade (68.2%).
- Conversely, at the end of grade 3, 25% of students were not yet demonstrating grade-level reading comprehension skills.
- In spring of grade 3, 34% of students are not able to demonstrate grade level text fluency skills (rate and ease of reading).



Graph 3 Analysis

- Graph 3 data reflects all grades, K-3
- There are substantial differences in the share of students at grade level on the IRI by ethnicity, ranging from 47.7% of American Indian / Alaska Native students to 73.9% of White students.
- For comparison, spring IRI statewide proficiency rate for all grades was 70.4% (SDE, 2018-2019 Student Achievement Report).
- Asian, Multiracial, and White students met or exceeded the state average.
- Hispanic or Latino students (Idaho's largest minority group) had a proficiency rate 16.2 percentage points below the state average.

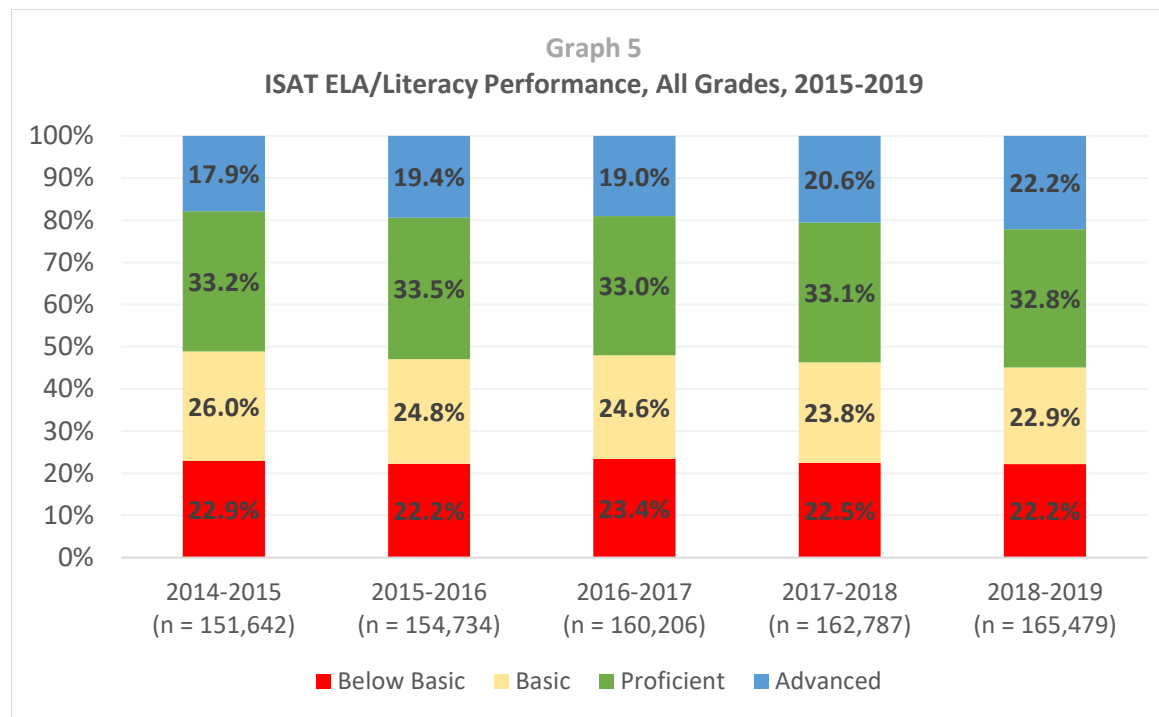


Graph 4 Analysis

- Graph 4 data reflects all grades, K-3.
- For comparison, spring IRI statewide proficiency rate for all grades was 70.4% (SDE, 2018-2019 Student Achievement Report).
- English learners, students with disabilities, and students from economically disadvantaged backgrounds all had proficiency rates lower than the state average.
- Students with disabilities had the greatest gap in percentage proficient (38.5 percentage points).

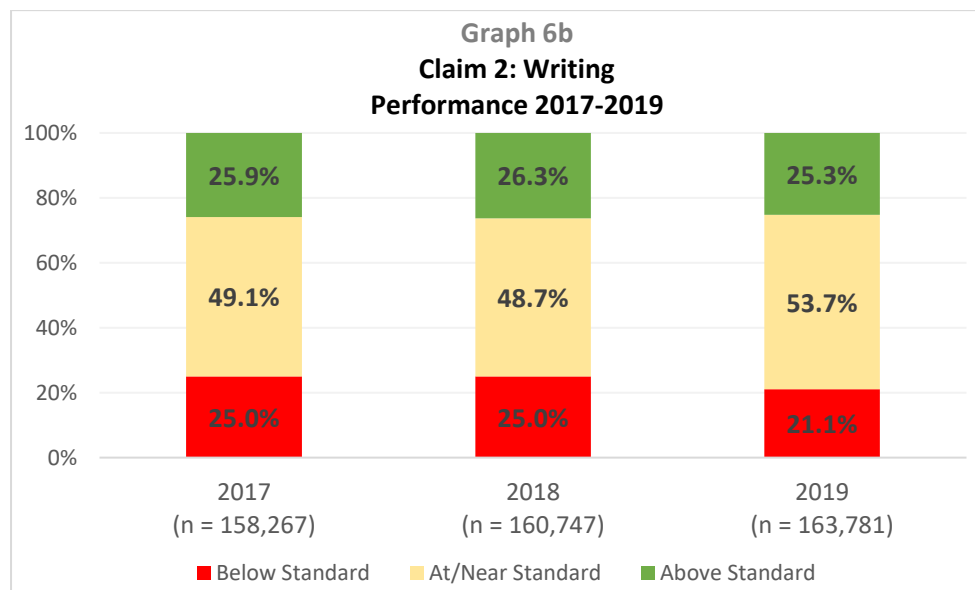
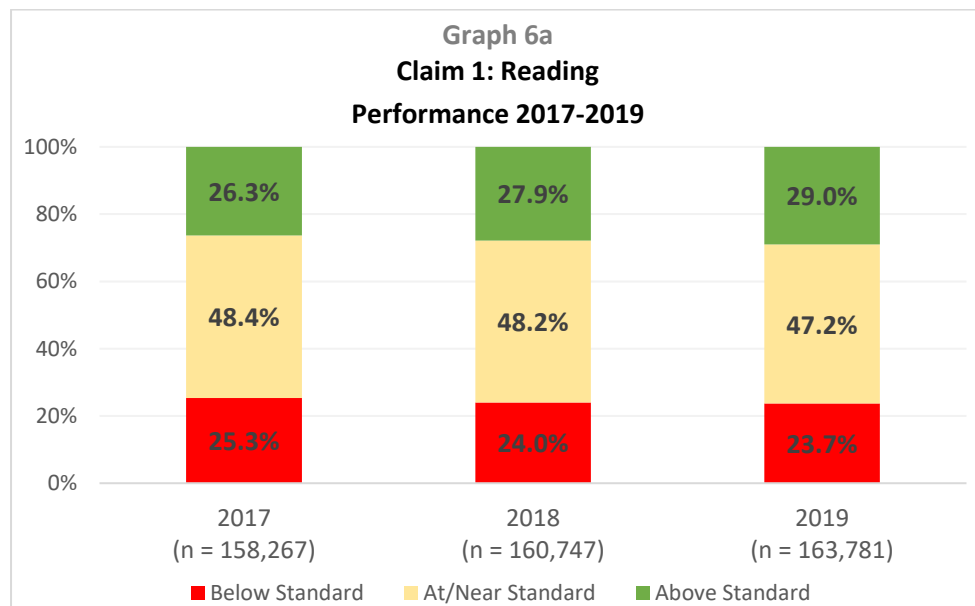
IDAHO STANDARDS ACHIEVEMENT TEST (ISAT)

The Idaho Standards Achievement Test (ISAT) English Language Arts/Literacy (ELA/L) assessment measures students' skills in reading and writing through a computer adaptive portion (CAT) and a writing performance task (PT) portion. The ELA/L ISAT CAT and PT measure and report scores for four claims; reading, writing, listening, and research & inquiry in addition to the overall achievement level of below basic, basic, proficient, and advanced. Claims scores are reported relative to progress toward meeting standards; below standard, at/near standard, and above standard. Graphs 5 through 9 show ISAT ELA/L performance data from 2015-2019, including overall performance and by claim, grade, and student subgroups.



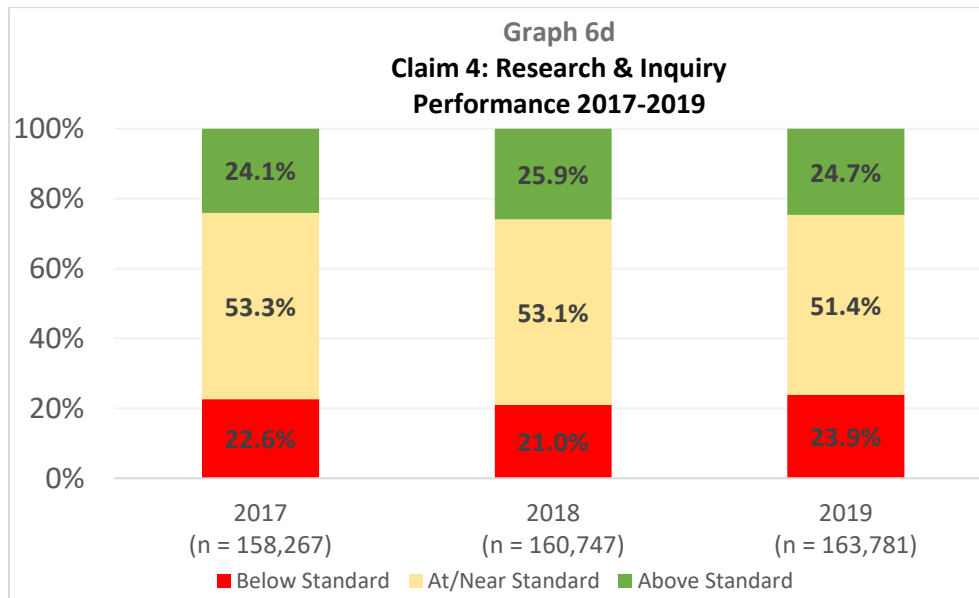
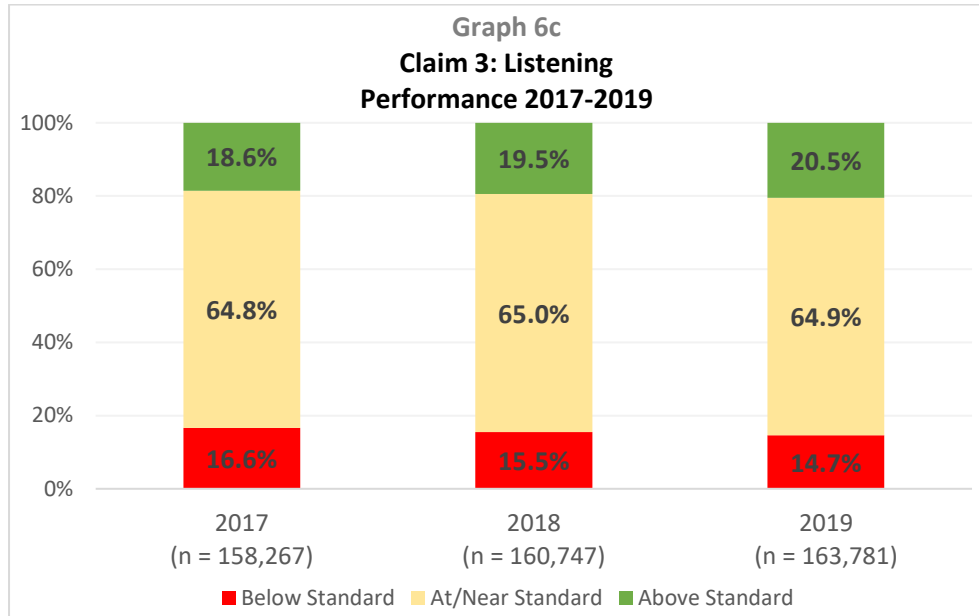
Graphs 5 Analysis

- The percentage of students scoring proficient or advanced (all students, grades 3-8, and 10) on the ELA/L ISAT has gradually, but steadily increased over the past 5 years.
- The percentage of students who scored advanced increased by 4.3 percentage points from 2015 to 2019.



Graphs 6a and 6b Analysis

- Claim 1 Reading includes both literary and informational text. Claim 1 scores are reported from items within the computer adaptive test (CAT) portion of the ISAT ELA/L.
- Claim 2 Writing includes organization/purpose, evidence/elaboration, and conventions. Scores are derived from items both in the CAT and performance tasks (PT) portions of the ISAT ELA/L.
- From 2017 to 2019, between 25 and 30 percent of students performed Above Standard on both Claim 1 Reading and Claim 2 Writing.
- 21% to 25% of students have performed Below Standard in Claim 1 Reading and Claim 2 Writing for the past three test administrations.
- The percentage of students performing Below Standard dropped slightly from 2017 to 2019 for both Claim 1 Reading and Claim 2 Writing.
- The percentage of students who scored At / Near Standard in Claim 2 Writing increased by 5 percentage points to nearly 54% in 2019.

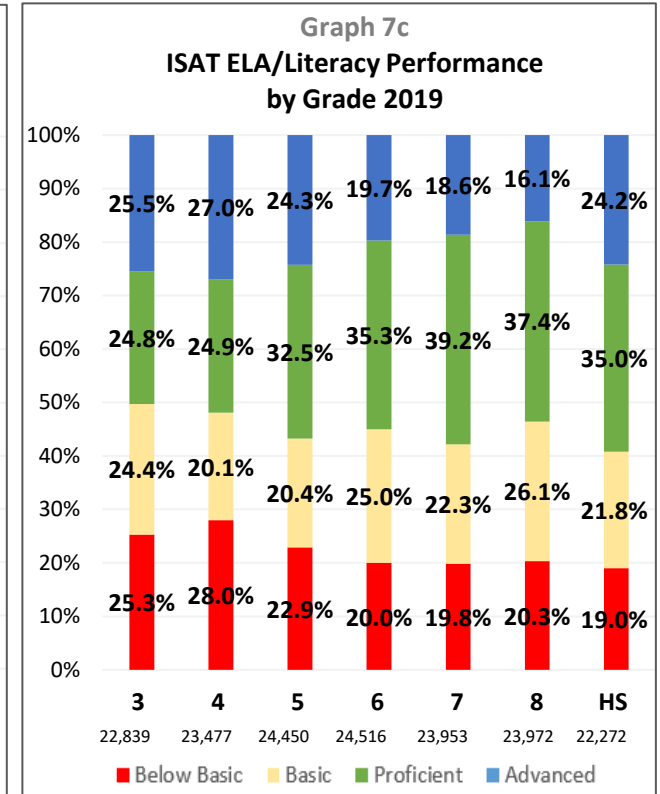
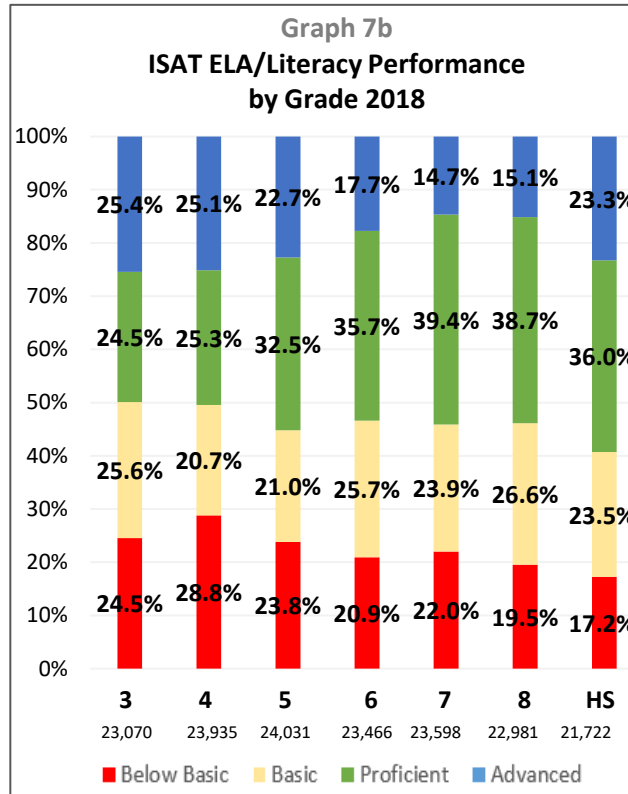
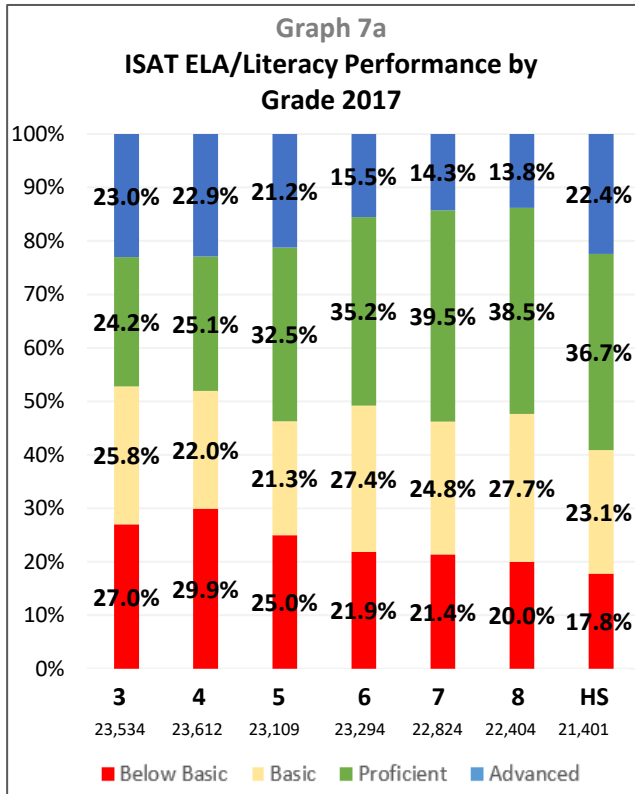


Graphs 6c and 6d Analysis

- Claim 3 Listening is measured through items in the CAT portion of the ELA/L ISAT.
- Claim 4 Research and Inquiry reported items are present in both the CAT and PT portions of the assessment.
- Between 18% and 25% of students performed Above Standard on ISAT Claim 3 Speaking and Listening and ISAT Claim 4 Research and Inquiry.
- Only 15% of students performed Below Standard on Claim 3 Speaking and Listening, while the majority of students (approximately 65%) were At/Near Standard.
- The percentage of students performing Below Standard has dropped slightly from 2017 to 2019 for all of the content areas (including Claim 3 Speaking and Listening) except Claim 4 Research and Inquiry, which had a slight increase in the percentage of students Below Standard.

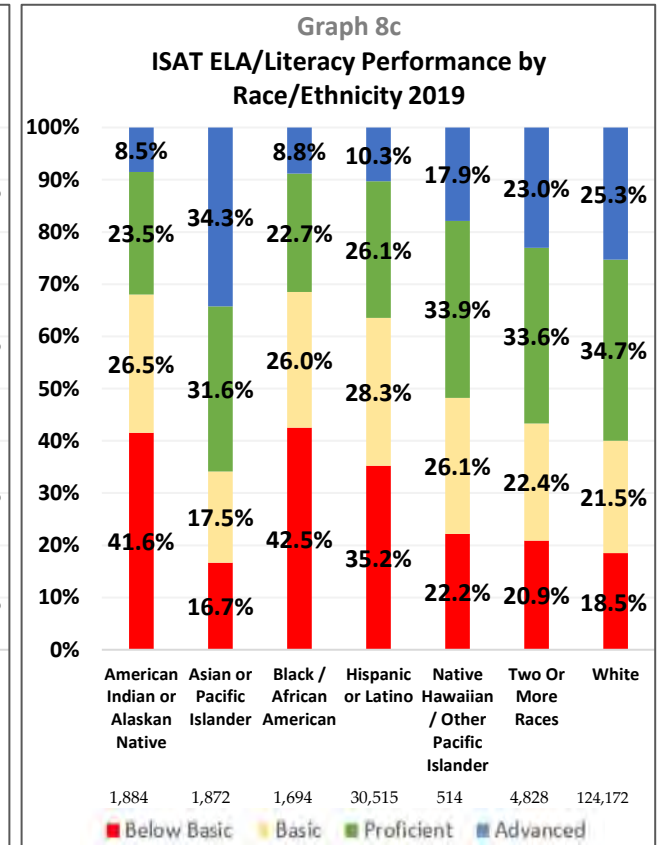
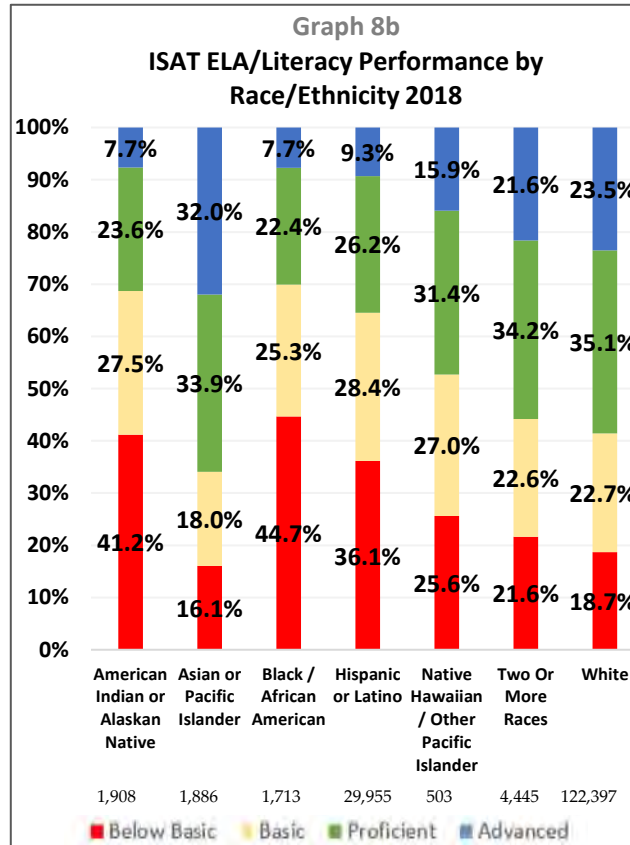
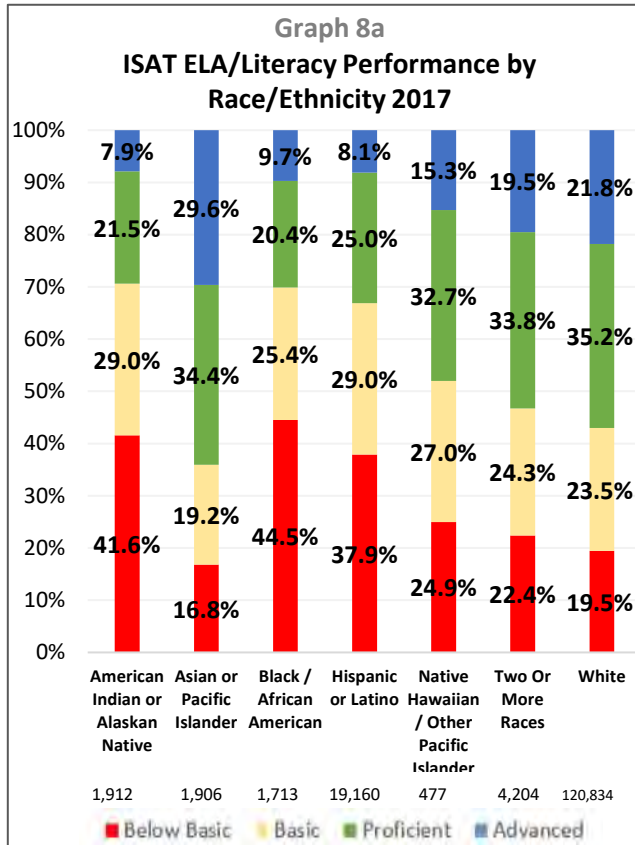
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ATTACHMENT 1



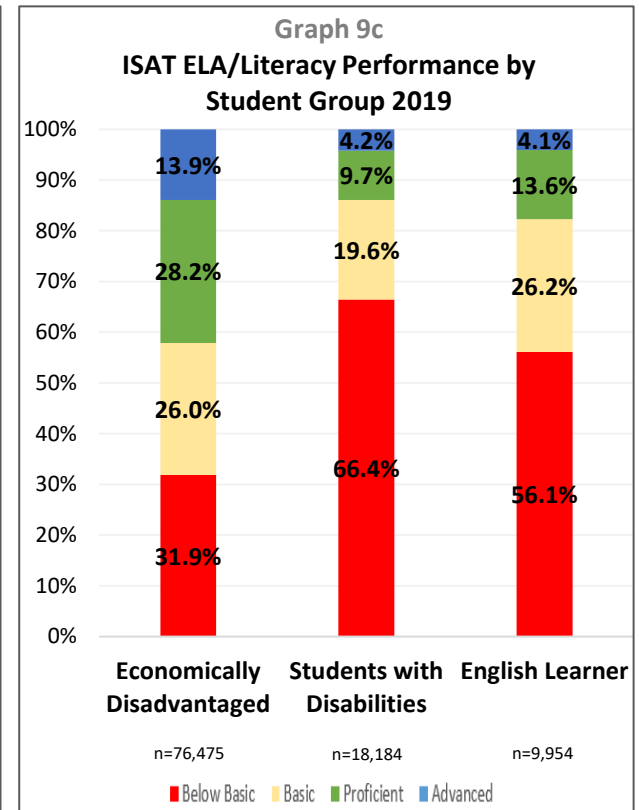
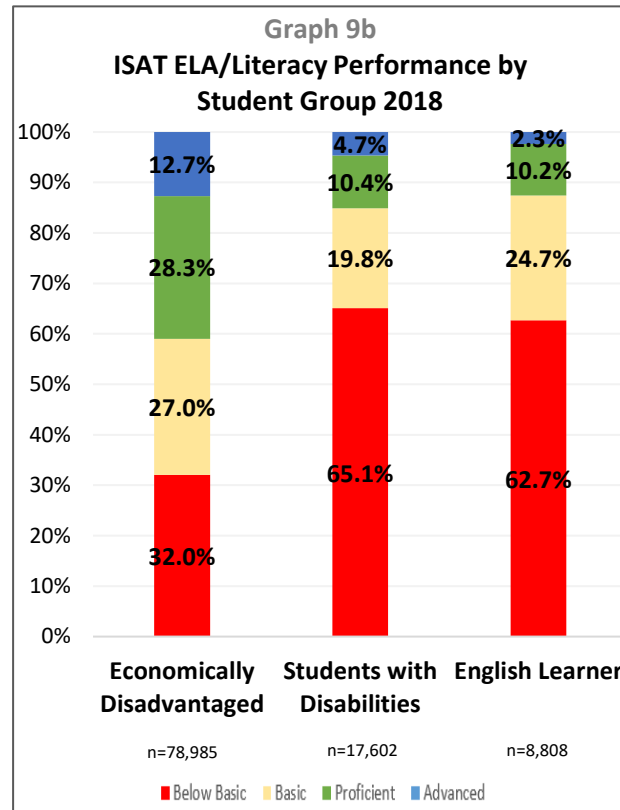
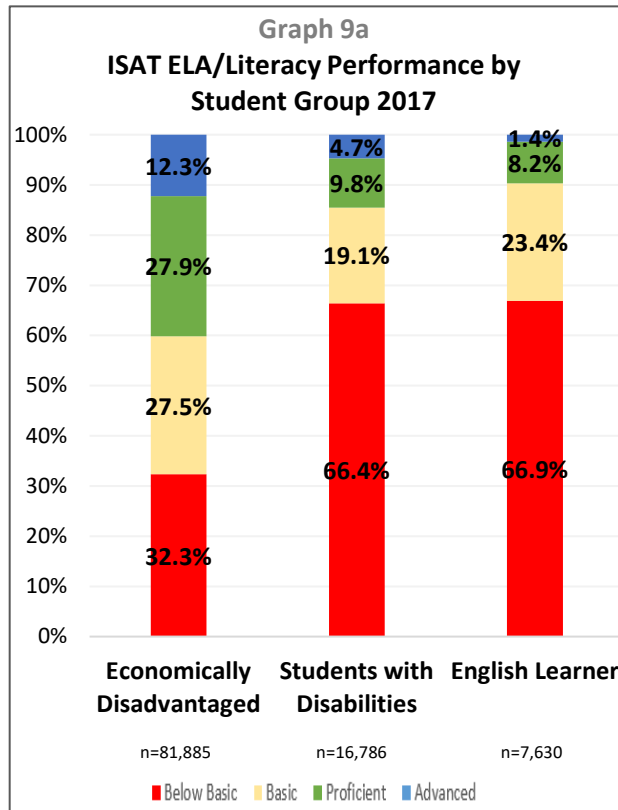
Graphs 7a through 7c Analysis

- There is a slight trend upward in the percentage of students scoring proficient or advanced in all grades from 2017 to 2019.
- From 2017 to 2019, all grades had an increase in the percentage of students who scored advanced.
- While performance improves each year and in each grade, the 2019 data shows 40% of 10th grade students are not demonstrating grade-level knowledge and skills on the ISAT ELA/L.



Graphs 8a through 8c Analysis

- For comparison, the proficiency rates for all students in 2017, 2018, and 2019 were 52.0%, 53.7%, and 55.6%, respectively.
- Asian or Pacific Islander, Multiracial, and White students had proficiency rates higher than the state average.
- American Indian or Alaskan Native students and Black / African American students had the highest percentage of students that scored below basic on the ISAT in 2017 through 2019.
- Hispanic or Latino students (Idaho's largest minority) that scored proficient or advanced varied from 33.1% in 2017 to 36.4% in 2019.



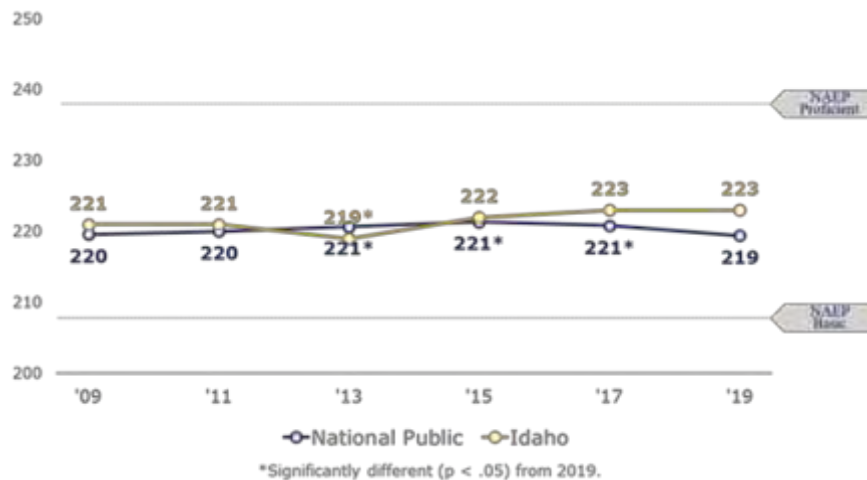
Graphs 9a through 9c Analysis

- For comparison, the proficiency rates for all students in 2017, 2018, and 2019 were 52.0%, 53.7%, and 55.6%, respectively.
- In all years, students from economically disadvantaged backgrounds had the highest proficiency rate, while students with disabilities had the highest percentage of students who scored below basic.
- Students may be included more than one of these groups (e.g. both Economically Disadvantaged and Students with Disabilities), so care should be taken in comparing the performance of these groups to each other.
- Changes in population year-to-year are apparent: the number of economically disadvantaged students decreased, English learners increased, and special education numbers remained stagnant. This makes it difficult to make comparisons across years.

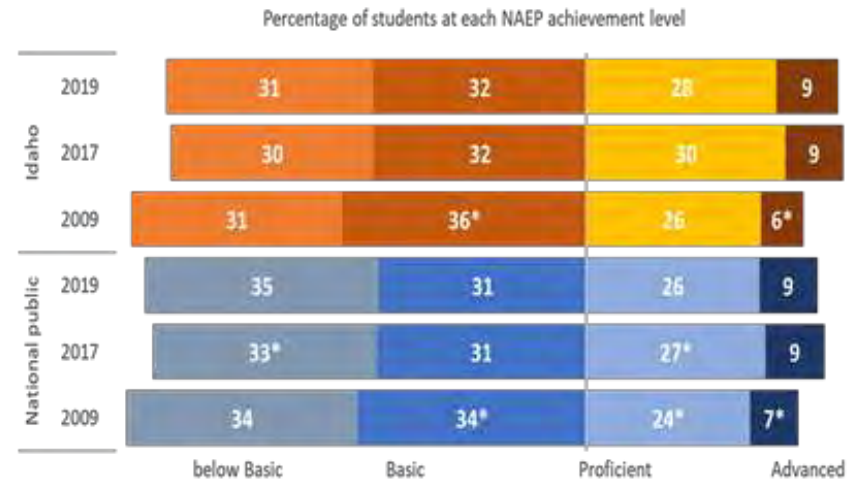
NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS (NAEP)

The National Assessment of Educational Progress (NAEP) is administered in grades 4 and 8. The assessment is administered to a randomly-selected sample of students of a wide variety of demographics including those from different racial/ethnic backgrounds, students with disabilities (SD), English learners (EL), and those from economically disadvantaged backgrounds (who qualify for the National School Lunch Program). The NAEP incorporates essential inclusive policies and practices into every aspect of the assessment to ensure an assessment that yields meaningful NAEP results for all students. National data, including comparisons between subgroups of students can be found on the [National Assessment Governing Board website](#).

Graph 10: 2009-2019 NAEP Grade 4 Reading Performance



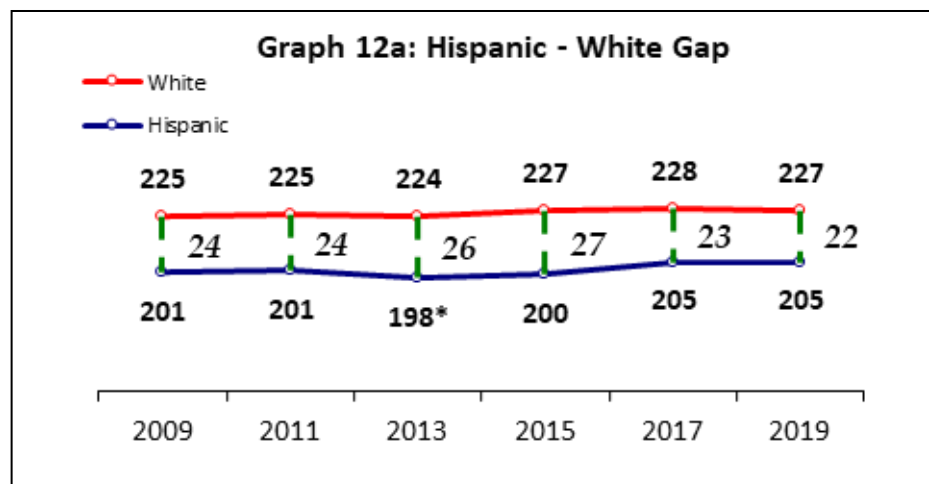
Graph 11: NAEP Grade 4 Reading National vs. Idaho Comparison



Graphs 10 and 11 Analysis

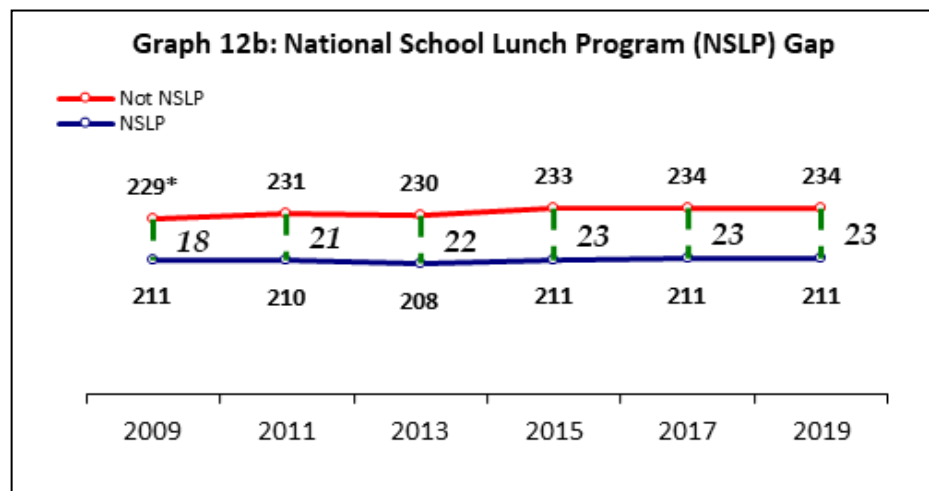
- Since 2015, a higher percentage of Idaho's fourth graders have scored proficient than the NAEP averages. The national rate decreased by 2 percentage points from 2017 to 2019, but Idaho's remained stable.
- In 2009, 2017, and 2019, Idaho had a lower percentage of fourth grade students who scored below basic than the NAEP averages.

2009-2019 NAEP Grade 4 Reading Gap Analysis²⁷



Graph 12a Analysis

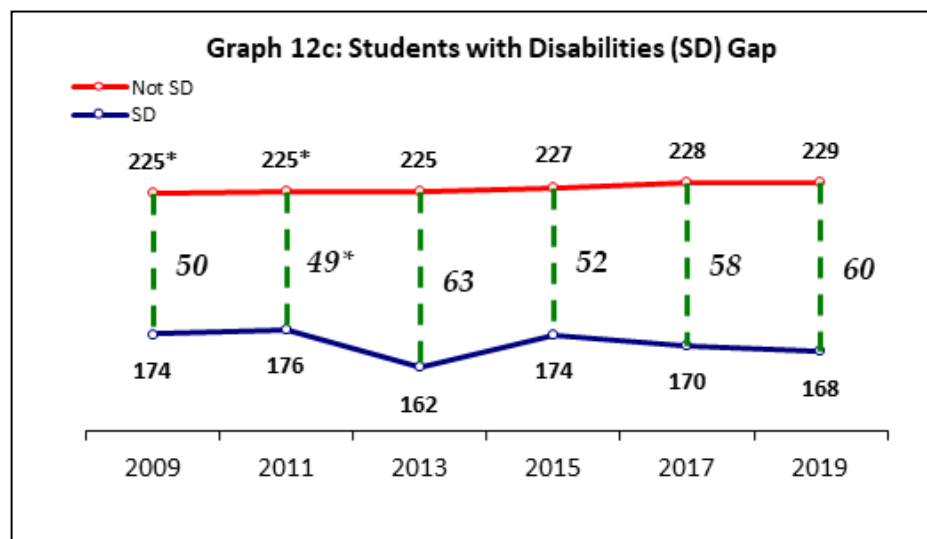
- The gap between Idaho's Hispanic and White students' average scale scores has remained relatively similar from 2009 to 2019.
- Scores for Hispanic students have increased since 2013.



Graph 12b Analysis

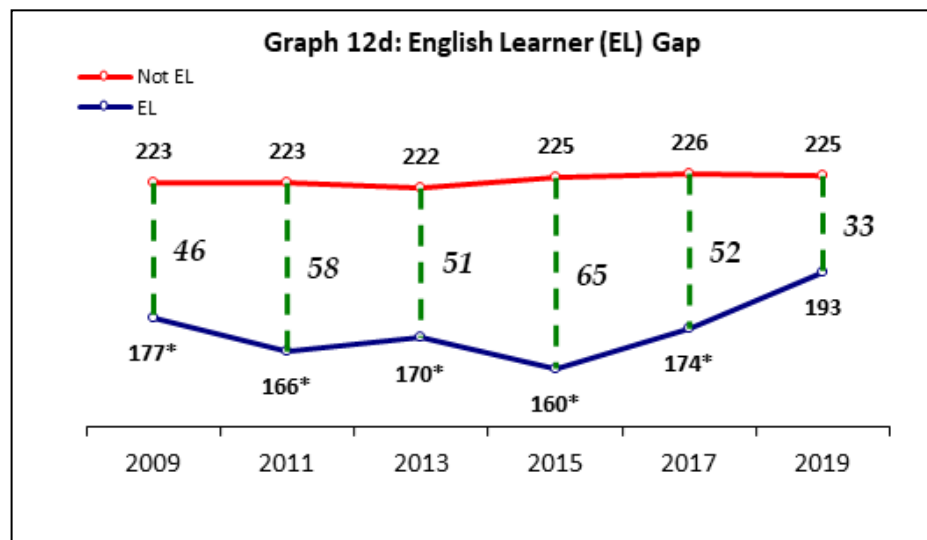
- National School Lunch Program (NSLP) is a common indicator of students from economically disadvantaged backgrounds.
- Since 2009, scores increased for Idaho students who did not qualify for NSLP.

²⁷ National Assessment of Educational Progress, 2019, "NAEP Report Card: Reading, Grade 4"



Graph 12c Analysis

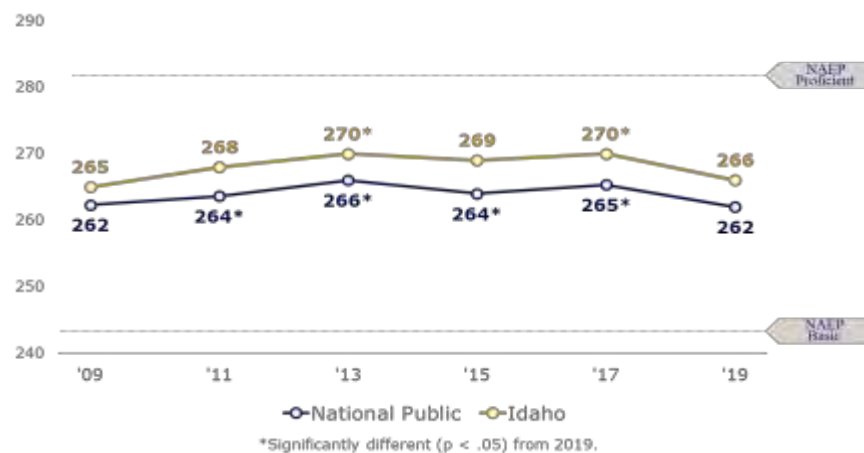
- The gap between Idaho's students with disabilities (SD) and students without disabilities has increased since 2011.
- Since 2011 average scale scores for students without disabilities has increased..



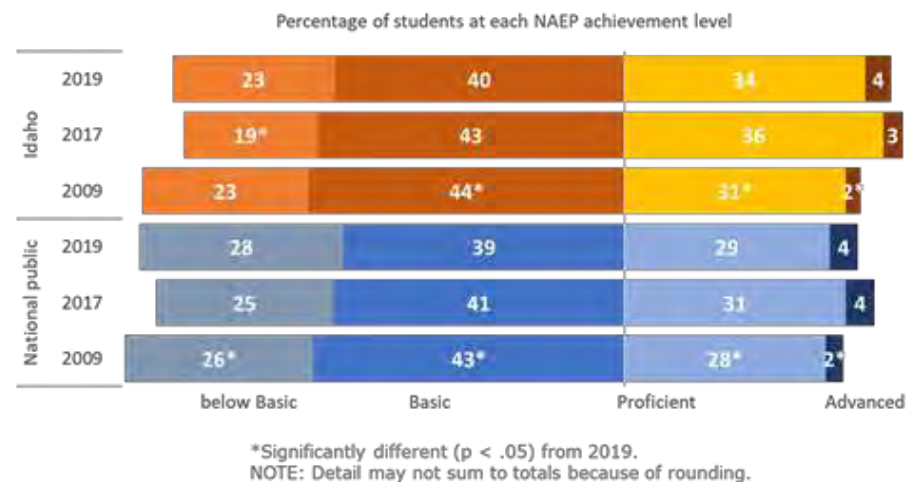
Graph 12d Analysis

- English learners (EL) in Idaho have shown substantial improvement in average scale score since 2015.
- Since 2009, Idaho's non-EL students' average scale scores have remained the same.

Graph 13: 2013 2009-2019 NAEP Grade 8 Reading Performance



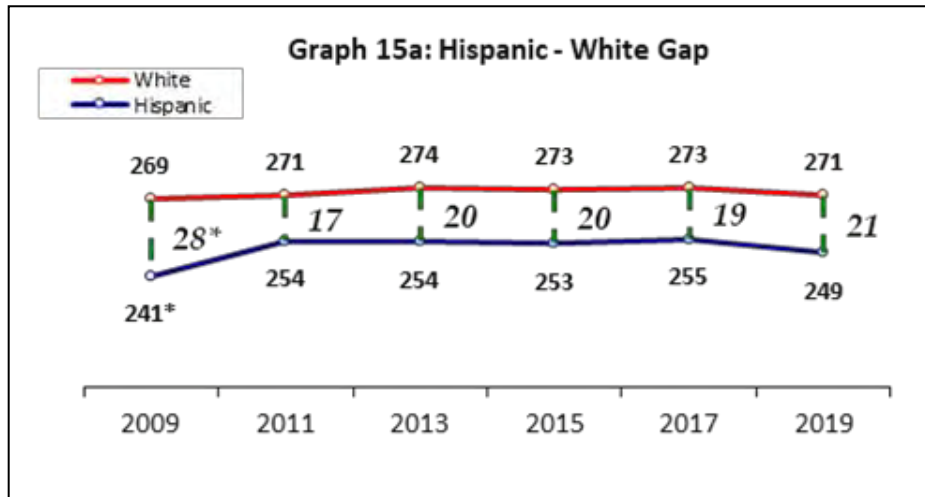
Graph 14: NAEP Grade 8 Reading National vs. Idaho Comparison



Graphs 13 and 14 Analysis

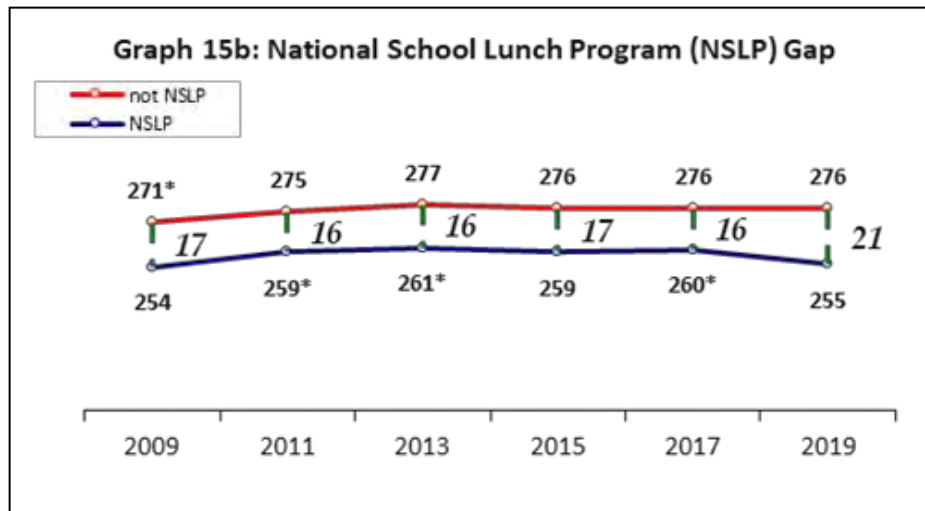
- Both Idaho and NAEP national average scale scores have decreased since 2017.
- In 2009, 2017, and 2019, a lower percentage of Idaho's eighth grade students scored below basic than the NAEP averages.

2009-2019 NAEP Grade 8 Reading Gap Analysis²⁸



Graph 15a Analysis

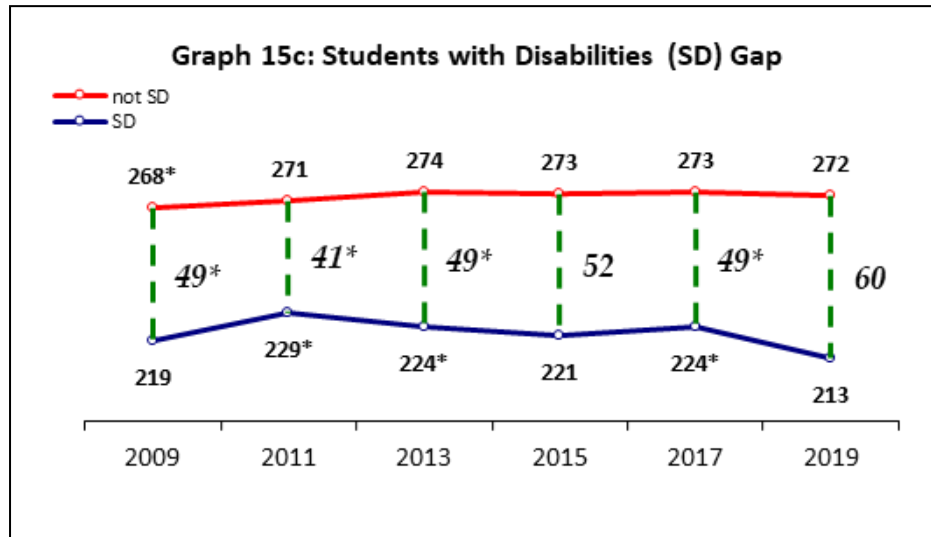
- The gap between Idaho's eighth grade Hispanic and White students has decreased since 2009.
- Since 2009, Hispanic average scale scores increased.



Graph 15b Analysis

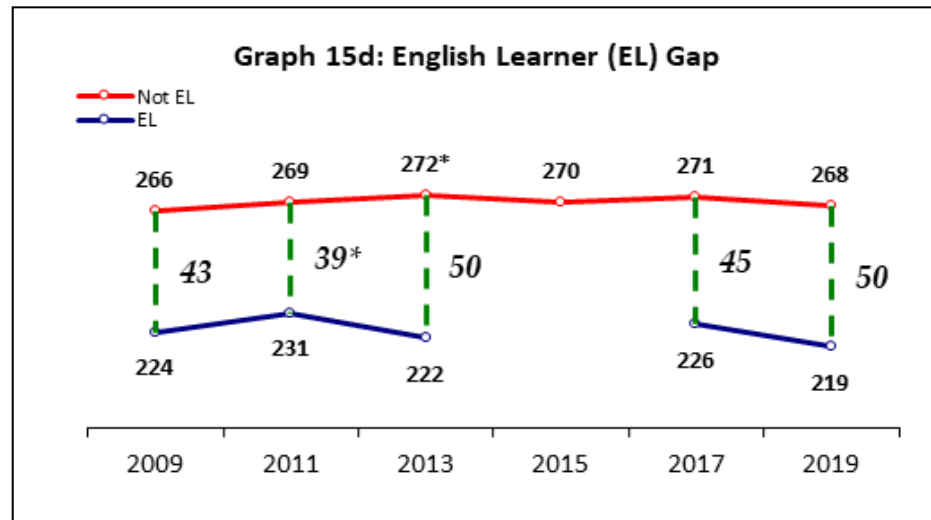
- National School Lunch Program (NSLP) is a common indicator of students from economically disadvantaged backgrounds.
- Since 2009, the average scale scores of Idaho's non-NSLP students have increased.
- Since 2017, NSLP student scale scores decreased.

²⁸ National Assessment of Educational Progress, 2019, "NAEP Report Card: Reading, Grade 8"



Graph 15c Analysis

- The gap between Idaho's eighth graders with disabilities (SD) and their peers has increased from 2009 to 2019.
- Since 2009, non-SD average scale scores increased.
- Since 2011, Idaho SD average scale scores decreased.



Graph 15d Analysis

- The gap between English learners (EL) and non-EL students increased since 2011.
- Since 2013, the average scale scores of Idaho's non-EL students decreased.
- In 2015, Idaho's EL population size was not large enough to meet NAEP reporting standards.

SECTION V:
CALL TO ACTION

A CALL TO ACTION

Strong literacy skills are essential to engage in lifelong learning and career success. A well-educated, literate citizenry is critical for Idaho's economic growth and prosperity. It is only through collective efforts that we will effectively prepare our students for success. While Idaho's student performance data reflects some progress, we must maintain and even accelerate our focus on developing our students' foundational reading skills.

Ensuring all Idaho students have the resources and support they need to develop high levels of literacy is a shared responsibility of state policymakers, districts, schools, higher education, families, and the community. We must be dedicated to becoming experts in the science of reading to ensure evidence-based practices are implemented and all students receive explicit, systematic reading instruction. Toward this aim, instructional guides and resources focused on the needs of various groups of students, including those with dyslexia and other specific learning disabilities, will be provided.

It will take dedication and commitment on everyone's part to take the necessary steps to implement Idaho's Comprehensive Literacy Plan. The plan sets high expectations of all stakeholders and includes strategies that will require an investment of time and resources, dedication and commitment. If the actions in this plan are implemented in an integrated, coherent manner, Idaho will make measurable progress toward our established Literacy Growth Targets and Long-Term Academic Achievement Goals for ELA/Literacy.

We must implement this plan with an emphasis on equity and access. It is our joint responsibility to remove barriers to achievement for vulnerable and underserved students, whether by race, ethnicity, gender, special needs, geography, or socioeconomic status.

This call to action should not be taken lightly— Idaho's students, families, and communities depend on us.

GLOSSARY

Assessment Types:²⁹

- **Diagnostic Assessment:** Given at any time, diagnostic assessments are designed to extract precise information about students' specific skills knowledge to inform instructional interventions.
- **Formative Assessment:** Formative assessment is an intentional ongoing process – not a single test. It describes feedback discussions between teachers and students, and students and their peers that happens *during instruction*. It's a deliberate process that is used to provide specific insight into student learning and allow for educators to adjust teaching strategies accordingly.
- **Interim Assessment:** Interim assessments are typically used to determine whether students are on track toward proficiency of the content standards. Interim assessments may be selected by teachers in the classroom to meet several instructional purposes, or administered after sufficient teaching and learning has occurred.
- **Progress Monitoring:** Administered frequently throughout instruction and intervention to closely monitor student progression toward mastery of concepts, skills, and grade level content.
- **Screening Assessment:** Given before instruction to inform teachers where to begin teaching core instruction, to differentiate instruction, and to flag students who are at risk for developing reading difficulties and/or who need intervention support.
- **Summative Assessments:** Summative assessments are administered at the end of the year and designed to provide systems level information for state, district, and school decision making on an annual basis.

Curriculum-based measures: A type of progress monitoring conducted on a regular basis to assess student performance throughout an entire year's curriculum; teachers can use CBM to evaluate not only student progress but also the effectiveness of their instructional methods.³⁰

Dysgraphia: The condition of impaired letter writing by hand, that is, disabled handwriting. Impaired handwriting can interfere with learning to spell words in writing and speed of writing text.³¹

Dyslexia: Dyslexia is a specific learning disability that is neurobiological in origin. It is characterized by difficulties with accurate and/or fluent word recognition and by poor spelling

²⁹ State Department of Education, 2020, Accountability and Assessment

³⁰ IRIS Center, n.d.

³¹ International Dyslexia Association, n.d, Understanding Dysgraphia

and decoding abilities. These difficulties typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction.³²

Early learning providers: Agencies and individuals that provide preschool, prekindergarten, or daycare services.

English learners (ELs): Students who are unable to communicate fluently or learn effectively in English, who often come from non-English-speaking homes and backgrounds, and who typically require specialized or modified instruction in both the English language and in their academic courses.¹⁶

Evidence-based Interventions (practice): Any of a wide number of discrete skills, techniques, or strategies which have been demonstrated through experimental research or large-scale field studies to be effective.³⁰

Flexible grouping: A data-driven teaching practice which puts students into temporary groups to work together for only as long as is needed for them to develop an identified skill or to complete a learning activity. The groups change often based on students' needs, skill development, or knowledge.³³

Job-embedded professional development: Teacher learning that is grounded in day-to-day teaching practice and is designed to enhance teachers' content-specific instructional practices with the intent of improving student learning. It is typically school-day or classroom based and is integrated into the workday, consisting of teachers assessing and finding solutions for authentic and immediate problems of practice as part of continuous improvement.³⁴

Onboarding: Is the act of bringing new employees up to speed on the organization's goals, strategies, rules, internal processes, expectations, and culture.³⁵

Out-of-school time providers: An agency that provides a supervised program when school is not in session. This can include before- and after- school programs on a school campus or at separate facilities.³⁶

Multi-tiered system of supports (MTSS): Idaho Multi-Tiered System of Support (MTSS) is a prevention-based framework of team-driven, data-based decision -making for improving outcomes for all students. The five essential components of Idaho's MTSS include; leadership, assessment, data-based decision making, multi-tiered instruction, and family and community engagement.

³² International Dyslexia Association, n.d., Definition of Dyslexia

³³ Morin, n.d.

³⁴ Croft et al, 2010

³⁵ Douglas, 2011

³⁶ CDC Healthy Schools, n.d.

Professional learning communities: Teacher learning that is grounded in collaborative cycles of inquiry and action research, operating under the assumption that key to improved learning for students is continuous job-embedded learning for educators. Professional learning communities include the cyclical process of gathering evidence of learning, developing strategies based on those conclusions, implementing the strategies, analyzing the impact, and applying new knowledge.³⁷

Specific learning disability (SLD): A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. Specific Learning Disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional behavioral disorder, or of environmental, cultural, or economic disadvantage.³⁸

Sustained professional development: Sustained professional development takes place over an extended period of time, rather than as a short, one-time event or workshop. It typically involves multiple touch points and a significant number of hours. Research suggests that teachers need 50 hours or more of professional development in a subject to “improve their skills and their students’ learning.”³⁹

Systematic, explicit instruction: A structured, systematic, and effective methodology for teaching academic skills.⁴⁰ Explicit instruction happens when a teacher intentionally covers academic material, scaffolding on previous knowledge and ensuring students grasp new material.

The Five Essential Reading Components⁴¹:

- **Phonemic Awareness:** Phonemic awareness is the highest level of phonological awareness and is the ability to hear, identify, and manipulate the individual sounds in spoken words.
- **Phonics:** The relationship between the sounds of spoken words and the individual letters or groups of letters that represent those sounds in written words
- **Fluency:** The ability to read text accurately and quickly and with expression and comprehension
- **Vocabulary:** The words we must know in order to communicate effectively.
- **Comprehension:** The ability to understand and gain meaning from what has been read

³⁷ Dufour et al, 2013

³⁸ Idaho Department of Education, Special Education Manual, 2018

³⁹ Darling-Hammond et al, 2009

⁴⁰ Archer & Hughes, 2011

⁴¹ National Reading Panel, 2000

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APPENDICES AND RESOURCES

Appendices

- Appendix A: History of Idaho Literacy Initiatives
- Appendix B: Activities and Tips for Parents

Resources

The following are included as hyperlinked resources within the text and below.

- Early learning resources for Idaho families: [Idaho Association for the Education of Young Children](#); [Idaho Commission for Libraries](#); [Idaho State Department of Education](#)
- [Get Ready to Read Screening Tool](#)
- [Idaho Consolidated State Plan](#)
- [Idaho Early Learning Guidelines](#)
- [Idaho Mentor Standards](#)
- [Idaho Standards for Initial Certification of Professional School Personnel, State Specific Requirements, Comprehensive Literacy Standards](#) (page 25)
- [Idaho State Content Standards, English Language Arts/Literacy](#)
- [International Dyslexia Association Knowledge and Practice Standards for Teachers of Reading](#)
- [State Systemic Improvement Plan \(SSIP\)](#)

Appendix A

HISTORY OF IDAHO LITERACY INITIATIVES 1999-2020



Additional Details for Timeline Events

- 1998: State Board of Education adopts the first Idaho Comprehensive Literacy Plan
- 1999: The Idaho Reading Initiative launched (see narrative below for details)
- 1999: The Idaho Reading Indicator (IRI) assessment begins for grades K-3
- 2001: The Idaho Legislature amends statute to establish reading goals, including ensuring 85% of third grade students are proficient
- 2004: Idaho requires pre-service teachers to take the Idaho Comprehensive Literacy Exam
- 2007: Requirements for teachers are adjusted to take either the Idaho Comprehensive Literacy Course (ICLC) or Assessment (ICLA), reflecting both a change in name and work done to improve how the previously established requirement was implemented
- 2007: Idaho adopts Idaho-specific probes from *AIMSWeb* as the IRI
- 2013: Governor Otter's Task Force for Education - Literacy Committee releases recommendations

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- 2015: Idaho Higher Education Literacy Partnership (IHELP) established to support improvements in literacy instruction and standards for educator preparation
- 2015: State Board of Education adopts the 2015 Idaho Comprehensive Literacy Plan
- 2016: The Idaho Legislature makes substantial changes to statute (requiring Literacy Intervention Program Plans, adjusting intervention hours for students not at grade level, and requiring individual reading plans) and increases literacy funding to a total of \$13 million
- 2017: Based on work done by IHELP and the Professional Standards Commission (PSC), the Board approves changes to the ICLC, ICLA, and the Literacy Standards for Educator Preparation
- 2018: Based on a 2016 Request for Proposal (RFP) process, Idaho implements the *Istation Indicators of Progress - Early Reading* (ISIP-ER) as the IRI
- 2019: The Idaho Legislator approves Governor Little's request to increase literacy intervention funding to a total of \$26 million
- 2019: Governor Little's Our Kid's Our Future Governor's Task Force for Education releases recommendations, including an emphasis on early literacy

Narrative of Timeline Events

In 1999, after a two-year study, the Idaho Legislature approved a three-part reading initiative based on the recommendations included in the Idaho State Board of Education-approved Idaho Comprehensive Literacy Plan of 1998. The initiative required the following:

- An assessment (Idaho Reading Indicator) for all kindergarten through third-grade public school students, administered at least twice a year, to identify below grade level students;
- An intervention program (Extended Year Program) requiring all school districts to offer 40-hours of additional instruction beyond the regular school day to kindergarten through third-grade students identified as below grade level;
- The establishment of the Idaho Comprehensive Literacy Exam. All pre-service teachers were required to pass the assessment measuring their knowledge of language structure and literacy before receiving their certificate. The Idaho Comprehensive Literacy Exam took several years to develop and implement and became a requirement for teachers in 2004.

Statutory changes were made in 2001 and reading goals were established for the state, including the requirement that schools ensure a minimum of 85% of all third-grade students read at grade level by the end of third grade.

In 2007, the Idaho Comprehensive Literacy Exam requirement was updated to allow teachers to complete either the Idaho Comprehensive Literacy Course (ICLC) or Idaho Comprehensive Literacy Assessment (ICLA). Requirements were set for pre-service teachers, those transferring

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out-of-state certification, and as a one-time requirement for teacher certification renewal (for practicing teachers). Later, Administrative Code was adjusted to allow pre-service teachers trained at Idaho's educator preparation programs to meet the ICLC/ICLA requirement in an integrated approach. Presently, all pre-service teachers must pass the assessments that measure their knowledge of language structure and comprehensive literacy (or similar institutional requirements) before receiving their certificate. Additionally, teachers must complete coursework in literacy or pass an assessment to renew their certificate. Those endorsed for kindergarten through 8th grades are required to complete a three-credit course or pass the Standards I-IV assessments, while teachers endorsed for 6th through 12th grades are required to complete a three-credit course or pass the Standards II and IV assessments.

In 2007, the IRI Steering Committee recommended shifting the Idaho Reading Indicator to a new assessment, *AIMSWeb*, and the state worked with the company to develop Idaho-specific probes to be used as the IRI assessment. In 2013-2014, the State Department of Education contracted with Dr. Kristi Santi and Dr. David Francis from the University of Houston to conduct a review and analyze the quality and use of the current IRI. Their findings indicated that the IRI was not being used for its intended purpose, as a screening measure only, but was being used for teacher evaluation and identifying children at-risk for reading failure. The evaluators recommended re-evaluating how the *AIMSWeb* probes were used.

In spring and summer 2015, three literacy-related groups began focused work to recommend updates to the state's literacy initiative:

- The Literacy Implementation Committee, a subgroup of the previous Governor's Task Force for Improving Education - Literacy Committee, convened to develop recommendations for specific, actionable changes to statute and rule related to the state's literacy strategies. The committee provided its recommendations to the State Board of Education in June 2015. These recommendations were primarily related to expansion of state-funded literacy interventions for struggling early elementary students (from 40 hours for all non-proficient students to 30 or 60 hours depending on the student's IRI score) and potential adjustments to the IRI. The Committee also established the Early Literacy Assessment Working Group.
- The Early Literacy Assessment Working Group was created as a result of the Literacy Committee's recommendation that Idaho consider using a different assessment or assessment package for early literacy (IRI). The Early Literacy Assessment Working Group identified and prioritizing the state's needs for an early literacy assessment and conducted a Request for Information (RFI) to review available assessments on the market to determine if there were any that might meet the state's needs. In 2016, the Working Group recommended to the State Board of Education that Idaho shift the IRI to a computer-adaptive assessment capable of measuring multiple aspects of literacy/reading and provided a draft Request for Proposals (RFP).

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- The Idaho Higher Education Literacy Partnership (IHELP) was created in spring 2015 to improve collaboration amongst literacy professionals at the state's institutions of higher education and to provide the State Department of Education and State Board of Education with feedback regarding the ICLC, ICLA, the Literacy Standards for Educator Preparation, and applicable sections of rule. IHELP is managed by the literacy professionals from all Idaho colleges and universities that facilitate coursework for pre- and post- service educators.

During the 2016 session, the State Board of Education presented potential amendments to statute based on the recommendations of the Literacy Implementation Committee. The Legislature made substantial changes to statute, including requiring all districts and charter schools to create an LEA-level Literacy Intervention Program Plan aligned to the Idaho Comprehensive Literacy Plan, and mandating 30 and 60 hours of intervention for non-proficient students dependent on their fall IRI score. Additionally, separate legislation was brought forward and approved requiring individual reading plans for non-proficient students and ensuring that parents/guardians would have the opportunity to participate in the development of those plans. Governor C.L. "Butch" Otter requested a significant increase in literacy funding for interventions, and the Legislature approved a total of \$13 million for interventions, as well as additional funds for the implementation of a new IRI assessment.

In Spring 2016, the State Department of Education facilitated a request for proposal (RFP) process that resulted in the adoption of *Istation's Indicators of Progress (ISIP) Early Reading* as the IRI. The test was piloted / field tested with a limited number of districts in the 2017-2018 school year and was launched statewide in the 2018-2019 school year.

After work was completed by IHELP and the Professional Standards Commission, updated Comprehensive Literacy Standards (previously referred to as the Literacy Standards for Educator Preparation), as well as improvements to the ICLC and ICLA were adopted by the Board in 2017.

During his 2018 campaign for Governor, Brad Little committed to a continued focus on early literacy. During the first legislative session after his election, the Governor requested that funding for literacy interventions be increased to \$26 million, and the Legislature approved the allocation. District have used this funding to purchase intervention curricula and programs and to hire additional personnel to support students in reading.

In 2019, Governor Brad Little gathered the Our Kid's, Idaho's Future Task Force for Education. The [Task Force's recommendations](#) were released in November 2019, including an emphasis on early literacy.

Appendix B

ACTIVITIES AND TIPS FOR PARENTS

Beginning Language (ages 0 to 2) ¹	
Listening and Talking	<ul style="list-style-type: none"> • Begin talking and singing to your child from birth • Let your baby know that you hear her babbles, coos, and gurgles • Play simple touching and talking games together • Point to familiar objects and name them • When your child begins to speak, build his language • Encourage your child to talk with you • Answer your child's questions
Read Together	<ul style="list-style-type: none"> • Make reading a pleasure • Show enthusiasm as you read with your child • Read to your child often • Talk with your child as you read together • Encourage your child to explore books • Read favorite books again and again
Pre-Reader (ages 3 to 4) ²	
Listening and Talking	<ul style="list-style-type: none"> • When you do something together—eating, shopping, taking a walk, visiting a relative—talk about it • Take your child to new places and introduce him to new experiences • Teach your child the meaning of new words • Help your child to follow directions • Play with words
Read Together	<ul style="list-style-type: none"> • Keep reading to your child • Read predictable books • Read poetry and other rhyming books to your child • Ask your child what she thinks will happen next in a story • Talk about books • Build a library, or book collection, for your child
Print and Letters	<ul style="list-style-type: none"> • Help your child learn to recognize her name in print • Point out words and letters everywhere you can • Teach your child the alphabet song • Share alphabet books with your child • Put magnetic letters on your refrigerator or other smooth, safe metal surface • Play games using the alphabet
Spelling and Writing	<ul style="list-style-type: none"> • Encourage your child to write often—for example, letters and thank-you notes to relatives and friends, simple stories, e-mails, and items for the grocery list • Help your child learn the correct spellings of words

¹ Adapted from Armbruster, Lehr & Osborn, 2006

² Adapted from Armbruster, Lehr & Osborn, 2006

Appendix B

Vocabulary and Comprehension	<ul style="list-style-type: none"> • Talk about new words that your child has read or heard • Help your child use the dictionary or thesaurus to check on the meanings of new words she reads or hears • Help your child become aware of prefixes, suffixes, and root words • Show your child how to use context—the sentences, words, and pictures around an unfamiliar word—to figure out the word’s meaning • As you read a book with your child, stop now and then to talk to her about the meaning of the book
Novice Reader (ages 5 to 7)³	
Listening and Talking	<ul style="list-style-type: none"> • Talk with your child often...as you eat together, shop for groceries, walk to school, wait for a bus • Have your child use his imagination to make up and tell you stories; ask questions that will encourage him to expand the stories • Have a conversation about recent family photographs • Listen to your child’s questions patiently and answer them just as patiently • Talk about books that you’ve read together • Pay attention to how much TV your child is watching • Tell stories about your childhood
Books & Print	<ul style="list-style-type: none"> • As you read with your child, have him point out things, such as the front and back covers and the title • Help your child make connections between print and pictures as you read
Spoken Language	<ul style="list-style-type: none"> • Sing or say nursery rhymes and songs • Play word games • Read a story or poem and ask your child to listen for words that begin with the same sound • As you read, stop and say a simple word
Alphabet	<ul style="list-style-type: none"> • Point out letters and have your child name them • Make an alphabet book with your child
Letters and Sounds	<ul style="list-style-type: none"> • Point out labels, boxes, newspapers, magazines, and signs that display words with letter-sound relationships that your child is learning in kindergarten • Listen to your child read words and books from school • Listen to your child read books from school • Say the sounds of letters and ask your child to write the letter or letters that represent the sound • Ask your child to point out the letter-sound relationships he is learning in all of the things you are reading together—books, calendars, labels, magazines, and newspapers • Play word games

³ Adapted from Armbruster, Lehr & Osborn, 2001

Appendix B

Spell and Write	<ul style="list-style-type: none"> • When your child is writing, encourage her to spell words by using what she knows about sounds and letters • Encourage your child to write notes, e-mails, and letters to family members and friends • Have your child create his own picture book made with his own drawings or with pictures that he cuts from magazines • Say a word your child knows and have him repeat the word • Write a word on paper and cut the letters apart (or use plastic or foam letters) • As you are reading with your child, point out words that have similar spellings, such as hop and pop • Encourage your child to write often—for example, letters and thank-you notes, simple stories, and grocery lists
Vocabulary and Comprehension	<ul style="list-style-type: none"> • As you read aloud, pause from time to time to ask him about the meaning of the book • Use and repeat important words such as names of buildings, parks, zoos, cities, and other places that you visit • Help your child develop an interest in the world • When you read together, stop now and then to talk about the meaning of the book • Before you come to the end of a story, ask your child to predict what might happen next or how the story will end • Talk about new words and ideas that your child has read or heard • Read magazines and newspapers together
Developing Reader (ages 7 to 9)⁴	
Reading	<ul style="list-style-type: none"> • Listen to your child read books that he has brought home from school • If your child is not a very fluent reader (that is, she reads slowly and makes lots of mistakes), ask her to reread a paragraph or page a few times
Spelling and Writing	<ul style="list-style-type: none"> • Encourage your child to write often—for example, letters and thank-you notes to relatives and friends, simple stories, e-mails, and items for the grocery list • Help your child learn the correct spellings of words
Vocabulary and Comprehension	<ul style="list-style-type: none"> • Talk about new words that your child has read or heard • Help your child use the dictionary or thesaurus to check on the meanings of new words she reads or hears • Help your child become aware of prefixes, suffixes, and root words • Show your child how to use context—the sentences, words, and pictures around an unfamiliar word—to figure out the word's meaning • As you read a book with your child, stop now and then to talk to her about the meaning of the book

⁴ Adapted from Armbruster, Lehr & Osborn, 2001

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SUBJECT

Accountability Oversight Committee Update

REFERENCE

October 2015	Accountability Oversight Committee presented recommendations to the Board regarding changes to be made to the state's accountability system, in preparation for submission of a new ESEA waiver
April 2016	Accountability Oversight Committee presented recommendations to the Board regarding removal of the ISAT proficiency and college entrance exam graduation requirements. The Board adopted the recommendation that the ISAT proficiency graduation requirement be removed and rejected the recommendation that the college entrance exam graduation requirement be removed.
August 2016	Board removed ISAT proficiency graduation requirement. The Board maintained the administration of the ISAT assessment in ELA and Math in grade 10. The Board also maintained the participation in a college entrance exam in grade 11 as a graduation requirement.
December 2018	Board received the fiscal year 2019 report from the Accountability Oversight Committee, including student achievement data and an analysis on the first year of implementation of the state's new K-12 school accountability system.
August 2017	Board approved Idaho's ESSA Plan, including a new state and federal accountability system that utilizes multiple measures to identify schools for recognition and support.
December 2018	Board received the fiscal year 2019 report from the Accountability Oversight Committee, including student achievement data and an analysis on the first year of implementation of the state's new K-12 school accountability system.
February 2019	Board approved amendments to the ESSA Plan, based on recommendations from the Assessment and Accountability team at the SDE and the Accountability Oversight Committee.
June 2019	Board received the fiscal year 2020 report from the Accountability Oversight Committee with recommendations regarding assessment and accountability, as related to analysis of the data in the SDE's 2018-2019 Student Achievement Report.

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June 2019

Board received an update from the SDE on the high school accountability assessment.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.Q. Accountability Oversight Committee

Section 33-110, Idaho Code – Agency to Negotiate, and Accept, Federal Assistance

Idaho Administrative Code, IDAPA 08.02.03 – Section 111, Assessment in the Public Schools; IDAPA 08.02.03 – Section 112, Accountability; IDAPA 08.02.02 – Section 114, Failure to Meet Annual Measureable Progress

BACKGROUND/DISCUSSION

The Board's Accountability Oversight Committee (AOC) was established in April 2010 as an ad-hoc committee of the Board. Board policy I.Q. assigns two responsibilities to the committee:

- a. Provide recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed.
- b. Develop and review an annual report of student achievement. This report shall be compiled collaboratively by Board and State Department of Education staff and submitted to the committee for review. The committee will forward the report to the Board with recommendations annually.

In June 2019, the Board President Critchfield tasked the AOC with additional work to gather and analyze information and make recommendations to the Board regarding two aspects of the state's K-12 accountability system: the high school assessment for accountability and the school quality measure. The AOC is actively engaged in this project. Pursuant to Board Policy I.Q, the AOC reports to the Board through the Board's Planning, Policy and Governmental Affairs (PPGA) Committee. In an effort to keep the PPGA Committee up to date on the progress being made and provide a venue for feedback prior to the final recommendations being made, the AOC has held two joint meetings with the PPGA Committee. The AOC intends to present recommendations regarding the high school assessment for accountability to the PPGA Committee in February 2021, and the school quality measure in either February or April 2021. A detailed update is provided as Attachment 1.

IMPACT

Idaho Administrative Code IDAPA 08.02.03, sections 111 through 114, are tied to the state's comprehensive assessment system and the state's accountability framework. AOC recommendations related to the high school assessment and the school quality measure may require amendments to these sections of rule. Additionally, depending on the recommendations made, the state may need to

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propose changes to the Idaho Consolidated State Plan used for federal accountability. Any amendments to provisions in the Idaho Consolidated State Plan that are also in IDAPA 08.02.03 would have to be first amended through the negotiated rulemaking process prior to the Board approving the changes in the Idaho Consolidated State Plan.

ATTACHMENTS

Attachment 1 – Accountability Oversight Committee Update, November 2020
Attachment 2 – High School Assessment Comparison Worksheet
Attachment 3 – Idaho Technical Advisory Committee Feedback

STAFF COMMENTS AND RECOMMENDATIONS

Idaho's public-school system accountability framework approved by the Board has been effective since March 29, 2017, following acceptance by the Legislature during the 2017 legislative session. The accountability framework codifies requirements for state accountability and provides: "The state accountability framework will be used to meet both state and federal school accountability requirements and will be broken up by school category and include measures of student academic achievement and school quality as determined by the State Board of Education."

Pursuant to IDAPA 08.02.03.111, the Idaho Standards Achievement Test is administered at the high school level in grade 10 and the college entrance exam in grade 11. The college entrance exam requirement was added to the high school graduation requirements established in IDAPA 08.02.03.105 as part of the Board's High School Redesign Initiative in 2003. As part of the initial research, the college entrance exam was identified as a barrier to students going on to postsecondary education after high school. Studies showed many high school students from families who had not attended college or underserved populations often did not take a college entrance exam due to a sense of underachievement and a feeling that they would not do well on the exam. Students coming from families that did not have family members that had gone on to postsecondary education often did not even consider going on themselves. By requiring the exam to be taken as part of the high school graduation requirements, students who would not otherwise have considered taking a college entrance exam were able to see that they could be successful at the postsecondary level or could identify areas that needed improvement so they could be successful at the postsecondary level. In addition to its use as a graduation requirement, student performance on the college entrance exam is used by the Board as a measure of performance of Idaho's K-20 education system. When implemented, the ISAT and the college entrance exam were established to meet two very different purposes. In considering any changes to the state comprehensive assessment program, it will be important for the Board to consider the purpose of the different types of assessment as well as their validity in being used for those purposes.

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BOARD ACTION

This item is for informational purposes only.

Accountability Oversight Committee Projects Update

November 2020

The Accountability Oversight Committee (AOC) was asked by the State Board of Education to review and provide recommendations regarding two aspects of our accountability system: the high school assessment and the school quality measure. The following is an update on the AOC's progress and timeline for completion.

High School Assessment

Issues Being Considered

- Appropriate grade level for administration of the assessment
- The need for a single assessment and whether such a framework can achieve the purposes for the high school assessment
- The strengths and weaknesses of each of the three primary high school assessments: ACT, SAT, and ISAT by Smarter Balanced

Brief Summary of Meetings Held

August 27: Introductory Discussion

- Discussed purposes of high school assessment
- Identified assessments for further consideration (i.e., ACT, SAT, and ISAT by SBAC)
- Identified attributes of the assessments to compare
- Agreed that combined meetings of PPGA and AOC would provide efficiencies and synergies

September 30: Combined PPGA and AOC Meeting

- Representatives from ACT, SAT, and ISAT by SBAC each presented for 30 minutes providing overviews of their high school assessments. Presenters were asked to address the parameters listed on the High School Assessment Comparison Worksheet (attached).

October 22: Combined PPGA and AOC Meeting

- John Tanner, an expert on alternative approaches to school accountability, presented and discussed with the committees the role and need for accountability measures beyond standardized assessments.
- As Idaho continues to improve and evolve its accountability system, incorporating alternative measures may be of value.

November 6: Discussion and Planning

- Debriefed content of combined PPGA and AOC combined meetings
- Identified additional information the AOC needs to develop recommendations for the Board
- Discussed the role of the Technical Advisory Committee (TAC) in the process

Next Steps

- Finish compiling relevant information into the High School Assessment Comparison Worksheet.
- Submit draft High School Assessment Comparison Worksheet to TAC for feedback, correction, and additional information
- Two additional meetings to be scheduled prior to submitting recommendation to the Board (the first to review the completed HS Assessment Comparison Worksheet and TAC feedback and draft recommendations; the second to finalize recommendations)

Projected Timeline

- Recommendation will be submitted for the Board's review at the February Board Meeting

School Quality Measure

Issues Being Considered

- Are the surveys meeting their purpose within the accountability system?
- Do the surveys provide meaningful information for the purpose of differentiating schools (within the system of identifying schools for Comprehensive Support and Improvement)?

Brief Summary of Meetings Held

August 27: Introductory Discussion

- Discussed history of development of current school quality measure
- Discussed strengths and weaknesses of current measure
- Outlined timeline for developing a recommendation to the Board

November 6: Planning

- Discussed information needed to formulate a recommendation
- Established a timeline for formulating recommendation

Next Steps

- Two additional meetings to be scheduled to discuss this topic (the first to discuss the issue and identify additional info to gather; the second to discuss possible recommendations and identify if additional time is needed)

Projected Timeline

- Recommendation for Board review at either the February or April Board Meeting

High School Assessment Comparison

Attribute	SAT	ACT	ISAT by SBAC	Notes
Power test (untimed or generous time limits) vs. Speed test (timed)				
Norm referenced vs. Criterion referenced				
Alignment to Idaho Content Standards				
Federal approval for accountability (Peer Review results)				
Direct Idaho involvement in initial & ongoing test development				
Ability to conduct bias & sensitivity review of item bank				
College readiness indicator				
Used by higher education for admissions and/or placement				
English Language Learner accommodations				
Special Needs Student accommodations				
Scale compatibility with Idaho's K-8 assessment				
Assessment data that is actionable (e.g., can affect instruction)				
Evidence that vendor has that demonstrates that if student performs well on the assessment they will do well in the future (e.g., in higher ed, etc.)				
How assessment connects to the high school diploma and its value / meaning				
Timeliness of assessment results				
Any emerging options that address mastery / student-centered learning in an assessment				

Appropriate grade level for this assessment and why				
External / independent research that demonstrates quality (validity, reliability) of the assessment and/or the alignment of the test to Idaho's current standards				
Ability to administer test remotely if there are public health issues in the future				
Cost				

Definitions

Power Test vs. Speed Test: A power test is used to assess the underlying knowledge and skills a student has accumulated, without being limited by time. A power test focuses on measuring the level that a student has achieved. Speed tests assess student ability within specific time constraints, so a student's score reflects ability level within the context of time.

Norm Referenced vs. Criterion Referenced: Norm referenced tests compare the test taker's individual performance to the performance of a statistically selected group of students (the norming group) who completed the assessment at an earlier time. Criterion referenced tests measure an individual student's performance in comparison to a set of previously established criteria, such as academic standards (without comparing the individual student's performance to other students).

IDAHO TECHNICAL ADVISORY COMMITTEE FEEDBACK

Review of the Idaho “Comparison of High School Accountability Assessments”

**Patricia Almond
Member, Idaho Technical Advisory Committee
December 2020**

Evidence Considered:

- AOC Task: “Examine the current options for high school assessments make a recommendation concerning which high school assessment Idaho high school students should be completing.”
- Presentation evidence from the vendors RE: SAT, ACT, SBAC HS assessment including slide presentations and clarifying documentation.
- Comparison of High School Accountability Assessment, 12/01/2020
- Reviews of the Comparison of High School Accountability Assessments in Idaho submitted by Dr Joe Ryan and Dr Ed Roeber.

This review includes three parts:

1. General observations about the options for high school assessments
2. Queries regarding a “recommendation concerning which high school assessment Idaho high school students should be completing.”
3. Recommendation for the AOC to consider adding the following considerations to their comparison analysis.

NOTE: At the time I completed this review I already had in-hand both Dr Roeber and Dr Ryan’s reviews. I had reviewed the information provided by the vendors, the Comparison document regarding options for high school assessment, and Drs Roeber and Ryan’s reviews, which I believe were each technically sound and thorough. This review raises underlying questions that observed in reviewing this body of information.

General Observations About the Options for High School Assessments

- Several Options: It seems that the options: when administered, which assessment, is a retest and opportunity available, and most importantly what is the purpose for the high school assessment? These options include conditions. If the question “which assessment should Idaho students take?” proposes a single high school test these differences are worthy of considering.
- Purpose: The assessments, SAT, ACT, ISAT by SBAC, each are high school assessments with varying costs, implementation challenges, and validity for the purposes they were developed to address. Getting down to a single assessment to meet all purposes: school, district, and state accountability; information to guide instruction and especially readiness for college (which resembles high school graduation in making decisions at the individual student level). In addition, there are questions the validity and reliability of each for the individual purposes.
- Considerations for accessibility and accommodations for English Language Learners and Students with Disabilities were addressed very well by both of my fellow Technical Advisory Members. I have little to add regarding the points made except to note there are substantive differences

among the three high school assessments.

Queries Regarding a “Recommendation Concerning Which High School Assessment Idaho High School Students Should Be Completing”:

- **Back to Purpose:** More may need to be said or investigated about whether any of these assessments will meet validity requirements for an assessment that measures school, district, and state accountability and at the same time provide adequate to make decision about college entrance and placement.
- **Cost and Burden:** It is understandable that two separate high school assessments schedule one year apart represent a burden to schools, faculty, students, and families. Especially, when as pointed out, not all students are college bound.

Recommendation for the AOC to consider adding the following considerations to their comparison analysis.

- Validity for Testing Purpose
- Fairness for individuals who may be refused college admission on the basis of test scores alone.
- Determine if the task, truly calls for recommending a single high school assessment for all purposes.

Damian Betebenner

Member, Idaho Technical Advisory Committee Member

Senior Association National Center for the Improvement of Educational Assessment

December 2020

Kevin Whitman, director of assessment for the Idaho State Department of Education, sent the Idaho Technical Advisory Committee (TAC) the document titled “Comparison of High School Accountability Assessments,” dated 12/1/2020 for its review. In the document is a chart summarizing the work of the Idaho Accountability Oversight Committee’s (AOC) examination of the three key choices for high school accountability assessments in Idaho: ACT, SAT, ISAT by SBAC.

The chart summarizing the work by the AOC was tasked with the following: *“Examine the current options for high school assessments and make a recommendation concerning which high school assessment Idaho high school students should be completing.”*

The AOC is asking for the TAC’s input on this comparison document. Points of interest include:

- *Are the statements accurate? Vendor presentations may offer a more optimistic view of their own products than you all would provide as impartial experts.*
- *Are there considerations not currently included in the template that you think merit consideration in the AOC’s decision-making process?*
- *Is there general feedback/guidance you would offer on how to best approach high school assessments?*

Below are the responses to the bulleted items in order that they appear:

Are the statements accurate? Vendor presentations may offer a more optimistic view of their own products than you all would provide as impartial experts.

In general, the statements are broadly accurate but there are missing details in the answers provided that are critical to the decision-making process.

- The answers to “Alignment to Idaho content standards” are generally accurate. However, as a consequence, if full alignment with Idaho standards is required, then Idaho must consider how (and at what cost) to modify the ACT and SAT so that they fully align.
- The answer to “Used by higher education for entrance and/or placement” is likely misleading for ISAT by SBAC. It is not clear how many institutions would accept ISAT by SBAC for entrance and/or placement. This is likely a critical issue as the adoption of a test that is not utilized for college entrance decisions by a large number of colleges/universities is not really a college entrance examination.
- The answers addressing accommodations make significant details that must be considered. Accommodations offered by ACT and SAT are often more limited so as not to impact the predictive validity associated with the instrument. Accommodations offered by ISAT by SBAC are more extensive. Detail on ACT and SAT regarding whether certain accommodations lead to score invalidation will be critical in determining whether all students will receive a valid CEE score.

Are there considerations not currently included in the template that you think merit consideration in the AOC’s decision-making process?

- Due to the COVID pandemic, some colleges and universities are altering their entrance criteria to make CEE optional. Whether this is a permanent change is not known but something that the AOC should determine (particularly with regard to the colleges/universities frequently attended by Idaho students --- BSU, UI, ISU, ...). The less essential CEE are, the less important utility for college/university entrance becomes.
- Can the ISAT by SBAC be given in the 11th grade to make it more in line with other CEE? From the table provided it appears as though it can.
- The instructions for our work stated that, “As a graduation requirement, high school students must also participate in a college entrance exam.” Is there a definition of “college entrance exam” provided somewhere? Clearly, the ACT and SAT would be deemed CEEs. It is likely a stretch to call the ISAT by SBAC a CEE. Would that be a problem?
- Were ISAT by SBAC to be selected, would a substantial number of students in Idaho take the ACT and/or SAT anyway? If so, would this be acceptable?

Is there general feedback/guidance you would offer on how to best approach high school assessments?

- Like with many decisions related to student testing and accountability, there are technical considerations and practical considerations.
- In terms of technical considerations, as the chart provided by AOC summarizes, in most categories ISAT by SBAC is a superior choice based upon technical considerations. The test aligns with state

standards and is on the same scale as the current ISAT assessments. From cost and technical perspectives, I would recommend ISAT by SBAC.

- In terms of practical considerations (particularly utility for college entrance and placement decisions) SAT and ACT are superior. The ISAT by SBAC is comparable in predictive validity with the SAT and ACT. However, it appears to not be used as widely for that purpose.
- Even more practically, how would the decision on adopting one of these tests be received by policy makers and parents. This seems like a critical issue and one the should be handled with care.

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**Ed Roeber
Member, Idaho Technical Advisory Committee
December 2020**

Kevin Whitman, Director of Assessment for the Idaho State Department of Education, sent the Idaho Technical Advisory Committee (TAC) the document titled “Comparison of High School Accountability Assessments,” dated 12/1/2020, for its review. The chart summarizes the work of the Idaho Accountability Oversight Committee’s (AOC) examination of the three key choices for high school accountability assessments in Idaho.

This review includes three parts:

1. Commentary on some of the listed attributes
2. Suggested additional attributes and comments to be added to the AOC chart.
3. Recommendations

Review of the AOC Chart

The AOC chart lays out a number of useful attributes of the assessments that can be used at the high school level for student guidance, college entrance, and accountability. The following commentary is on both the level of details that might be important to include for some of the attributes listed, as well as suggesting additional attributes might be added to the chart. This is followed by recommendations.

Commentary on Some of the Listed Attributes

Listed Attribute	Additional Details
Alignment	Both the ACT and SAT are only partially aligned to state content standards, and the alignment differs each year. This is because test forms for both the ACT and SAT are constructed to predict overall performance, not alignment to the content standards in any state. This means the augmentation needed for the ACT and SAT will be different each year, which is an added test development and field test cost.
Federal Approval for Accountability	In the past, states were required to work towards obtaining full Peer approval. Under the Trump administration, “Substantially Meets” seems to have become the equivalent – a level “close enough,” not requiring additional action on the part of the state. It is uncertain what the new administration will require.
Ability to review the item bank for bias & sensitivity	The ACT and SAT columns are accurate in that these organizations will not permit users to examine the items in their item banks. However, each organization invests considerable resources in conducting these reviews so it is unlikely that if a state review was permitted, anything substantially negative would be found.
Used by higher education for admissions purposes	While the Grade 10 ISAT by SBAC is not used for higher education admission purposes in Idaho, did the AOC consider shifting this assessment to grade 11? Other states do so, and while there is some analytical work needed to make this change (and it does have Peer Review implications), the work is not substantial. It might provide a way for the state to use its current exam in a manner that permits students to apply to ID universities.

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	In considering this change, it might be useful to determine which other SBAC states have agreements with their institutions of higher education for the use of the SBAC tests for higher education admissions, and if so, whether such agreements would permit ID students to use grade 11 test results to apply for admission at those institutions. In other words, would such the universities in those states permit the use of ISAT by SBAC for college admissions at those universities?
ELL Accommodations	Both the ACT and SAT offer a limited array of accommodations for ELLs that result in college-reportable scores. This is a real drawback to both tests. Students with disabilities are offered a wide range of accommodations that result in college-reportable scores, such as listening to the reading test being read to them and receiving college-reportable scores. However, the range of accommodations permitted for ELLs that result in college-reportable scores is much more limited. There is no sound educational reason for this difference.
Special Needs Student Accommodations	<p>The ACT and the College Board differ substantially on accommodations for students with disabilities are handled. In both cases, an accommodations coordinator has to assemble the evidence for the need for an accommodation and then submit this information to the ACT or College Board. These organizations determine if the accommodations are approved.</p> <p>The College Board does not publish lists of available accommodations nor which ones result in college-reportable scores. Instead, they offer assurances that virtually all requests for accommodations are accepted (with limited proof backing up this claim).</p> <p>The ACT does have a very detailed list of available/approvable accommodations for these student and this list provides guidance on which accommodations will result in college-reportable scores..</p>
Reporting Scale Not Comparable to Idaho's K-8 Assessments	<p>One way some states have addressed this issue is to add additional assessments in grades 9 or 10, or changed which assessment is used at grade 8. For example, Michigan uses the SAT at grade 11, and the PSAT at grades 8, 9, and 10. Thus, it has a comparable cross-grade scale. Of course, it costs to add testing in grade 9 and 10, as well as use commercial College Board products in grades 8-11.</p> <p>If the ISAT was shifted to grade 11 (by tweaking the grade 10 test through adding grade 11 standards and items to it), the current grade 10 test could continue to be used, and a grade 9 version of it could be added by tweaking the assessment by adding grade 9 standards and items. This could provide a common grade 9-11 assessment so that students could be given "early" college readiness messages (e.g., 'on-track for college and career readiness.'). and growth in student achievement could be used as an accountability measure.</p>
Assessment Data is Actionable	<p>Yes, all test data is actionable from each test, but by whom, for what purposes, and to what extent? This is a big deal. Actions potentially include:</p> <ul style="list-style-type: none"> • For use in college admissions; • For review and enhancement of the school's instructional programs in grades

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	<p>8-11;</p> <ul style="list-style-type: none"> • To help students to see how college and career ready they are; • To assist students to improve their readiness for college (i.e., not having to take remedial courses as a freshman); • Taking and passing credit-bearing courses in each discipline as a freshman; obtaining a GPA of 2.0 or better as a freshman). <p>It is vital to define the intended uses before answering whether each test can meet this attribute.</p> <p>One difference in the use of the data is that ISAT tends to hold <i>schools</i> accountable for student performance, while the ACT and SAT are more likely to hold <i>students</i> accountable for their test performance. Which is more important to the AOC for improving student achievement/college readiness now and in the future?</p>
Appropriate Grade Level for the Exam	Might the ISAT column be changed to “grades 11 or 12” (see above)?
Alignment Data	Each vendor can provide both their own internal data on alignment they have generated, as well as external, independent data that other states have gathered. The key in such independent studies from other states is the extent of alignment between other states’ standards and those used in Idaho. “Partial alignment” is most likely correct status for alignment.
Cost	This has been a major difference between a college entrance exam (CEE) and a state assessment used for accountability purposes. Michigan, by competitively bidding the program a few years ago, found that the SAT was less expensive than the ACT due to more intensive competition between ACT and the College Board. Still, prices were four-times higher for use of a CEE over the previous state-developed exam.

Additional Attributes and Comments

There are several additional ways on which to compare the SAT, ACT, and ISAT. These are listed below, along with commentary about each attribute.

New Attribute	SAT	ACT	ISAT by SBAC	Notes
Student Accommodation Requests	As noted, formal requests for accommodations must be made to SAT district accommodations coordinators appointed by districts. Documentation of the need for an accommodation	As noted, formal requests for accommodations must be made to ACT by district accommodations coordinators appointed by districts. Documentation of the need for an accommodation	As noted, Idaho districts make the determination of needed accommodations locally and do not have to apply for them.	Getting ACT or the College Board to approve accommodations requests can a time-consuming, frustrating process for some local educators and parents.

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	must be provided.	must be provided.		
Learning Support Materials	The College Board offers no-cost access to the Khan Academy platform. It provides extensive learning resources for students.	ACT offers no-cost access to its learning platform, which is not as extensive as Khan Academy's platform. It also provides some learning resources for students.	No such resource is available, per se, although SBAC offers Tools for Teachers which does provide some instructional support for teachers who use the Smarter assessments.	The College Board rightfully points out their goal of helping students to be <i>ready</i> for college when the take the CEE (or improving their readiness before re-testing). How might Idaho address this issue if ISAT is used as the CEE?
Re-Tests	Students who take the state-paid SAT can retest at a later date by signing up for a Saturday CEE administration. Vouchers are available for low-income students.	Students who take the state-paid ACT can retest at a later date by signing up for a Saturday CEE administration. Vouchers are available for low-income students	SBAC does not currently offer the opportunity for 11 th graders to retest in fall grade 12. There is only one time when they currently re-test in 12 th grade (spring). Could the ISAT be offered in the fall and spring if used as a CEE for accountability purposes?	This issue is most pertinent for students who are not satisfied with their CEE score. Would Idaho permit these students to re-test in the fall of 12 th grade (thus necessitating giving ISAT twice in grade 12)?

Recommendations

It is the opinion of this reviewer that the easiest and best solution for which CEE test to use in Idaho is to change the ISAT by SBAC for use initially in grade 11, with re-testing in grade 12, and administering the ISAT with all eleventh graders. This could lead to the elimination of the use of the SAT (or the adoption of the ACT) for all eleventh graders, thus saving both testing time and costs.

With the savings from not administered the SAT (or the ACT), some thought should be given to retaining the current grade 10 ISAT assessment, and potentially considering the creation of a grade 9 version of ISAT. This would permit schools to monitor what proportion of students who are 'on track to be college and career ready' in grades 9 and 10, and then who are college and career ready (in grade 11). This would be valuable accountability information at the school and district levels, as well as important and motivating information for students and their families. Such comprehensive information would be useful

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in assuring that schools work to improve the college and career readiness of all students.

If the state still wanted to provide a state-paid opportunity for those students who do need a SAT (or ACT) CEE score for admissions to universities that require such a score, the state could offer state-paid vouchers for student use to pay for a regular Saturday administration of either CEE.

Joseph M. Ryan
Member, Idaho Technical Advisory Committee
December 2020

Introduction

The considerations described in the “Comparison of High School Accountability Assessments” document are critically important and relevant to the process of evaluating the relative merits of the SAT, ACT, and ISAT by SBAC. There are other issues to be considered and certain of the issues mentioned in the current AOC document need some further elaboration as indicated below. The notes below are organized around the attributes in the AOC Comparison chart, but many issues cover numerous topics and are parts of several topics considered.

The major overruling considerations, as with all measurement practices, are fairness and validity. Fairness means that all students, regardless of any background characteristics or special needs, have an equal opportunity to demonstrate what they know and can do with respect to the Idaho state standards. Validity refers to the degree to which there is evidence and theory supports inferences and conclusions about what students know and can do with regard to the standards.

Power test (untimed or generous time limits) vs. Speed test (timed)

Working quickly within a time limit is not specified as an aspect of the Idaho Standards so ‘speededness’ is what is referred to in educational measurement as a ‘construct irrelevant’ factor. Such a factor could inappropriately distort inferences about what students know and can do. While time allowed for assessment might be generous, students might nevertheless feel pressure and the need to hurry through the assessment if time limits have been announced. Special arrangement must always be made in time limits for students with special needs. Both the SAT and ACT allow additional testing time for students with disabilities.

The ISAT by SBAC is administered as a Computerized Adaptive Test (CAT) and so students move through the test at their own pace.

Norm referenced vs. Criterion referenced

It is important to clarify that “norm-referenced” and “criterion-referenced” are attributes of the score interpretation. Traditional norms can be developed for an assessment that is standards-based and tests reported against norms can be standards based. An assessment developed with the intention to support normative interpretation could be reversed engineered by ‘tweaks’ and augmentation to approximate an assessment designed to be standards-referenced. It is useful to make this distinction clear as different vendors will make a variety of claims about norm- versus criterion- or standards-referenced assessments.

The SAT and ACT were originally designed to support normative interpretations of students’ test performance. They have been revised with the intention of supporting standard-referenced interpretations and this work is continuing. ISAT by SBAC has been conceived, designed, and developed to support standards-referenced interpretations and numerous reviews, local and peer reviews, confirm the validity of standards-referenced interpretation based on ISAT by SBAC.

Alignment to Idaho Content Standards

Alignment to the Idaho content standards is the single most important characteristic of the assessment. The purpose of the assessment program is to monitor and report students' status and progress with respect to the Idaho content standards. Alignment must be evaluated as completely as possible for any assessment being considered. This alignment is the key element claiming that the assessment used by Idaho is valid.

As mentioned above, the SAT and ACT were originally designed to support normative interpretations of students' test performance and have been adapted to match various states' standards. ISAT by SBAC, by contrast, was designed and constructed to assess specified content standards and the alignment to the Idaho standards has been confirmed.

Federal approval for accountability (Peer Review results)

The peer review process is often seen as simply a statutory compliance issue. However, the peer process gives the state an independent view of the quality of the assessment program, especially the degree to which it achieves its intended purposes in serving all students. A full endorsement indicates that an assessment is doing what it is designed to do.

The full endorsement via federal peer review of all SBAC states includes ISAT by SBAC and thus approves the use of ISAT by SBAC for use in the state's accountability program.

Direct Idaho involvement in test development

The involvement of state educators and other interested parties in the state is an important consideration often overlooked if psychometric considerations dominate assessment development. In addition to providing input based on local understanding and local experiences, the participation of parents, educators, and state leaders can facilitate and support local 'buy in' as a program is implemented.

The history of various in-state reviews with the participation of Idaho educators in various item reviews and other aspects of the ISAT development and approval show substantial Idaho involvement in test development.

Ability to conduct bias & sensitivity review of item bank

The sense of state ownership is substantially enhanced when local educators can verify external reports of item bias and issues of item sensitivity. Idaho educators were allowed to examine the entire SBAC item bank used to construct ISAT by SBAC. For security reasons, the SAT and ACT do not have an open review policy for items bias and sensitivity but have numerous in-house reviews by experienced expert reviewers who would likely detect any items flagged by Idaho educators during a bias and sensitivity review.

College readiness indicator

This is a useful and important criterion for evaluating assessments for a state assessment programs. Traditionally, tests designed for this purpose were constructed to support normative interpretations and so the students who were highest ranked in math and verbal skills, by definition, outperformed other students. A major factor in developing these tests was the selection of test items from field testing that

maximally differentiated students with relatively high and low scores. The differentiation of students is not the major consideration in a standards-based state assessment.

It should further be noted that not all students go to college or plan to go to college so that concerns about college readiness, college admissions and placement, should expand to the broader view of the k-12 educational needs of all students, not just the college-bound.

The SAT and ACT have a long and well documented history of successfully indicating students' likelihood of success in college. This, at least in part, can be attributed to the normative nature of these assessments. ISAT by SBAC does not have this extended history. Emerging evidence supports the value of ISAT by SBAC as one useful indicator of students' readiness for college. Also, reviews by higher education experts of the content standards on which ISAT by SBAC is based supports the value of ISAT by SBAC as an indicator of students' readiness for college.

Used by higher education for admissions and/or placement

A number of well-regard college and universities are moderating (and in some cases eliminating) the use of college entrance examinations for admissions considerations and many colleges have developed or have selected assessments for placement.

Further, to repeat from the previous section, not all students go to college, or plan to, so that concerns about college readiness, college admissions and placement, should keep a broader view of the k-12 educational needs of all students, not just the college-bound.

In the future, modifications to Grade 10-11 ISAT by SBAC might be considered in order to serve certain higher education needs without adding to the number of tests students must take.

English Language Learner accommodations

This is a critical area and part of the overall validity consideration: What evidence is there that the assessment is valid for all students, specifically for students learning English? If there is variation in the support that different assessments provide for English Language Learners, then the relative strengths and weakness of the various assessments need to be weighed and evaluated.

The ACT and SAT provide some support in terms of accommodations for English Language Learners and ISAT by SBAC is seen as particularly strong in this regard.

Special Needs Student Accommodations

The peer review process seems to have a history of focusing particular attention on the degree to which an assessment offers depth, breadth, and flexibility in the accommodations provided to students with special needs.

The ACT describes and offers a variety of accommodations for students with disabilities; the SAT reports that accommodations are widely accepted and supported. ISAT by SBAC includes a wide range of accommodations for students with disabilities that yield scores that can be reported as part of the school's assessment results.

Scale compatibility with Idaho's K-8 assessment

The opportunity to provide a ‘continuous progress’ mapping of students on a common scale across grades is a valuable feature of an assessment program. This can be accomplished in a variety of ways and does not require a common scale. However, claims that assessments use a ‘common scale’ need to be explained in detail. One interpretation of ‘common scale’ is that within each grade, the same scale origin and variability is used. A different interpretation of ‘common scale’ is that there is a single cross-grade scale that has been vertically equated across grades. The later would be a much more useful and powerful scale.

The ISAT by SBAC is delivered as a computer adaptive test using specialized software for that purposes. The CAT program can be applied to most any item banks as long as they meet certain configuration requirements. In the ISAT by SBAC CAT context, it would be possible to extend the item bank for the Grade 10-11 tests toward Grade 9 and the Grade 8 item bank up toward Grade 9. Content specification and test blueprints would need to be honored and there would be cost considerations.

Assessment data that is actionable (e.g., can affect instruction)

The single most commonly and loudly voiced complaint of teachers about assessment is the inability of assessment to provide information that informs instructional practices. When teachers cannot use information from an assessment system to plan, design, monitor and modify instruction, then an assessment system has failed that educational purpose. The reference to an ‘assessment system’ is critical because the traditional single end-of-year assessment does not provide useful information for taking instructional actions.

An assessment system should include a variety of assessments, which are linked directly to appropriate instructional resources.

ISAT by SBAC has a number of assessment system components including different types of interim assessments and a collection of resources linked to the assessment results through the content standards. Many other assessments have supplementary materials but their connection to assessment results is somewhat vague.

It is important to mention that vendors should provide evidence that their various score reports and score reporting procedures were field tested and confirmed as communicating assessment results in ways that are actionable by teachers.

Evidence that if a student performs well on the assessment they will do well in the future (e.g., in higher ed, etc.)

This is very similar to the topic “College readiness indicator,” and comments under that heading apply here as well. It is important to emphasize the states obligation to provide an education for all students is a much broader obligation that getting students ready for college.

Timeliness of assessment results

Assessment results cannot be actionable by teachers (see earlier section) unless the results are delivered in a timely fashion. Online presentations of results have facilitated the delivery process. The

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 17, 2020**

ATTACHMENT 3

improvement of reporting systems should be a continuous priority since assessment results serve little instructional purpose until teachers have them.

Any emerging options that address mastery / student-centered learning in an assessment

The chart indicates 'None' for all three vendors. However, an assessment that is part of a comprehensive assessment systems with strong links to instructional resources might present options for a variety of learner supports.

Appropriate grade level for this assessment

The concept of a fixed form 'grade level' assessment is becoming somewhat outdated, especially in the context of computer adaptive testing (CAT). The CAT software is applied to an item bank and so the issue of 'grade level' becomes a question of how wide a range of items does the bank contain? The items in a bank can be written for a range of grades, in terms of content and relative difficulty, and scaled via equating to be on a common scale.

In the context of a cross-grade item bank, a test for the completion of high school would be targeted for grade 11 by selecting items designed for the content of that grade. Other carefully designed and developed items could be added to the same bank and could be used to construct tests at other grades.

Currently, ISAT by SBAC is listed as applicable for grade 10 or 11. A comprehensive expanded item bank could be developed so that items appropriate for the range of students and content in Grades 10 and 11 could be scaled onto a common scale. In a similar fashion, items appropriate in content and difficulty for Grade 9 might also be scaled onto the common scale, spanning grades 9-10.

External / independent research that demonstrates quality (validity, reliability) of the assessment

External/independent verification of test quality (reliability, validity) is highly desirable and should be evaluated carefully if it is supplied by a vendor whose product is being evaluated.

External / independent research that demonstrates alignment of the test to Idaho's current standards

External/independent verification of test alignment to state standards is highly desirable and should be evaluated carefully if it is supplied by a vendor whose product is being evaluated.

Ability to administer test remotely if there are public health issues in the future

Remote testing for public health reasons may be necessary from time to time in the near future and at other times. An assessment system with the capacity to be administered remotely should merit priority consideration for adoption.

The capacity to provide fair and valid assessment is an important feature of remote testing that needs to be evaluated very rigorously and thoroughly. Validity evidence collected from typical intact classroom settings is not necessarily applicable evidence of validity for remote assessment in assessment centers or home settings. Any considerations for adopting a remote assessment proposal should require that the vendor describe a plan for evaluating the validity of the assessment when employed remotely.

Cost

Cost must be a consideration within the framework of state procurement policies.

Interim assessment capability

It is important to view a state's assessment efforts as an assessment system, in which different types of formative, interim, and summative assessments are all connected to each other, to the state's content standards, and to relevant and readily accessible instruction resources. The availability of easily accessible interim assessments supports the previous mentioned issues of test results being actionable and timely. ISAT by SBAC has a strong interim assessment component with focused block assessments and more broadly targeted interim assessments tied to the state standards and to a variety of instructional support resources.

Dr. Ryan received an A.B. in mathematics and M.Ed. in Educational Psychology from Boston College and a Ph.D. in Measurement, Evaluation, and Statistical Analysis from the University of Chicago. He was a professor of educational measurement and research at the University of South Carolina from 1974 to 1995, and at Arizona State University from 1995 until 2006. Dr. Ryan is a Fellow of the American Educational Research Association and a Professor Emeritus at Arizona State University. He has served on the Technical Advisory Committee (TAC) for the SMARTER Balanced Assessment Consortium and also TACs for the states of Alaska, Idaho, Connecticut, the New England Common Assessment Program, Ohio, Rhode Island, and Washington. His areas of technical expertise include score reporting and interpretation, scaling, equating, standard setting, and bias or DIF analyses.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 17, 2020**

SUBJECT

Strong Families, Strong Students Update

REFERENCE

October 19, 2020 Board approved ClassWallet Contract for executing the Strong Families, Strong Students micro grant program.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-105 and 33-1612, Idaho Code
Idaho Administrative Code, IDAPA 08.02.01 - Administration and 08.02.03.105, High School Graduation Requirements

BACKGROUND/DISCUSSION

The Office of the Governor submitted a request to the Coronavirus Financial Advisory Committee (“CFAC”) for \$50 million in CARES Act funding to be used for the Strong Families, Strong Students program in order to “cover critical educational expenses due to school building closures caused by COVID-19 and to provide economic support to parents so they do not have to exit the workforce to ensure their children receive a quality educational experience.” CFAC recommended approval of the request and Governor Little approved CFAC’s recommendation on September 15, 2020 and directed the Board office to administer the program.

The program will provide grant awards of \$1,500 per eligible student, with a maximum award of \$3,500 per family, for use by grant recipients to purchase educational services and products. Funds will be provided to grant recipients through a “digital wallet” from which educational supplies and materials, technology, internet connectivity and service providers such as tutors and therapists will be accessible from approved vendors in the virtual marketplace.

CARES Act funds must be expended by December 30, 2020. At the October 19, 2020 special Board meeting the Board approved a contract with ClassWallet to provide for an application process, eligibility determinations, manage funds, reconcile required paperwork and receipts and provide an “digital wallet” for grant recipients to use for educational services and products. The Strong Families, Strong Students applications website opened October 21, 2020. Due to the high number of applications a pause was put on accepting additional applications between November 6th and November 25th so the large number of applications could be processed to evaluate the applications received against the available funding. In early November, approximately 50% of the applications initially submitted were completed and could be verified.

IMPACT

Award of the mini-grants will provide eligible families with grant awards of \$1,500 per eligible student, with a maximum award of \$3,500 per family, for use by grant recipients to purchase educational services and products.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 17, 2020**

STAFF COMMENTS AND RECOMMENDATIONS

ClassWallet is serving as the fulfillment platform for processing applications and establishing accounts for each eligible family. The platform creates a virtual wallet and online marketplace for families to use. Through this platform the awarded family will be able to access their awards in the digital wallet and use funds to purchase eligible devices and educational services. ClassWallet's platform will manage the reimbursement process providing reporting, disbursement, accountability and fraud determent. The CFAC request included the awarding of funds based on the families adjusted gross income (AGI) and then the time the completed application was submitted in the following waves:

- Wave 1 AGI of \$50,000 or less
- Wave 2 AGI of \$75,000 or less
- Wave 3 AGI of \$100,000 or less
- Wave 4 AGI over \$100,000

As of December 7, 2020:

- 39,930 applications had been received, of these 21,221 have been completed and verified.
- 12,222 of the completed applications have an AGI of \$50,000 or less.
 - Serving 89,124 students (in families with an AGI of \$50,000 or less
- Approximately \$23,000,000 in awards in Wave 1.

BOARD ACTION

This item is for informational purposes only.

**AUDIT
DECEMBER 17, 2020**

TAB	DESCRIPTION	ACTION
1	FY 2020 FINANCIAL STATEMENT AUDITS	Motion to approve
2	FY 2020 FINANCIAL RATIOS	Information item
3	FY 2020 NET POSITION REPORTS	Information item
4	BSU FOUNDATION OPERATING AGREEMENT	Motion to approve

AUDIT
DECEMBER 17, 2020

SUBJECT

College/University FY2020 audit findings reported by the Idaho State Board of Education's external auditor

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.H.4.f.

BACKGROUND/DISCUSSION

The Idaho State Board of Education (Board) has contracted with Moss Adams LLP, an independent certified public accounting firm, to conduct the annual financial audits of Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College.

The financial audits for FY2020 were conducted in accordance with Generally Accepted Government Auditing Standards and include an auditor's opinion on the basic financial statements prepared by each of the four institutions.

IMPACT

There was one significant deficiency for University of Idaho related to a lack of adequate controls surrounding financial close and reporting. As of agenda preparation, Moss Adams was waiting for federal guidance for auditing Coronavirus funding for the Uniform Guidance audit. Pending that audit, there could be additional findings related to internal controls for federal expenditures.

ATTACHMENTS

Attachment 1 - Moss Adams Audit Results Report
Attachment 2 - Draft University of Idaho Audit Finding

STAFF COMMENTS AND RECOMMENDATIONS

On November 10, 2020, Moss Adams reviewed their audit findings with members of the Audit Committee and Board staff. This was followed by presentations by senior managers from the college and universities on their financial statements. Staff recommends acceptance of the financial audit reports submitted by Moss Adams.

BOARD ACTION

I move to accept from the Audit Committee the Fiscal Year 2020 financial audit reports for Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College, as submitted by Moss Adams LLP in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

Audit Committee

Presentation of Audit Results

November 10, 2020

**Idaho State University
Boise State University
Lewis-Clark State College
University of Idaho**

**Scott Simpson
Pam Cleaver
Tammy Erickson**

Idaho State Board of Education

Audit Committee Debrief

November 10, 2020

Moss Adams Leadership Team

Your Partners

Scott Simpson, Partner	541-686-1040	scott.simpson@mossadams.com
Pam Cleaver, Partner	509-248-7750	pam.cleaver@mossadams.com
Tammy Erickson, Partner	509-747-2600	tammy.erickson@mossadams.com

Contract Deliverables

For each institution

- Auditor's Report on Financial Statements – GAAS
- Auditor's Report on Financial Statements – GAGAS
- Auditor's Report on Compliance in Accordance with OMB Uniform Guidance
- Required Communication – AU 260
- AU 265 Letters & Management Letters

Additional items for individual institutions

- NCAA Agreed-Upon Procedures for UI, BSU, ISU Presidents
- Auditor's Report on Financial Statements for Boise State Radio

Idaho State Board of Education

Audit Committee Debrief – cont.

November 10, 2020

Financial Statement Opinion	Internal Control		Uniform Guidance	
	Material Weakness	Significant Deficiency	Opinion	Findings

Idaho State University	Unmodified	None	None	TBD	TBD
Boise State University	Unmodified	None	None	TBD	TBD
Lewis-Clark State College	Unmodified	None	None	TBD	TBD
University of Idaho	Unmodified	None	One	TBD	TBD

Required Communications To Those Charged With Governance	Idaho State University	Boise State University	Lewis-Clark State College	University of Idaho
Auditor's Responsibility Under Generally Accepted Auditing Standards	As Planned	As Planned	As Planned	As Planned
Planned Scope and Timing of the Audit	As Planned	As Planned	As Planned	As Planned
Significant Accounting Policies	FN 1	FN 1	FN 1	FN 1
Significant Accounting Estimates	As Discussed	As Discussed	As Discussed	As Discussed
Financial Statement Disclosures	5, 7, 10, 11, 12	5, 8, 10, 11, 12, 15	5, 8, 9	6, 9, 10, 11, 12, 13, 14
Significant Difficulties Encountered During the Audit	None	None	None	None
Corrected and Uncorrected Misstatements	None	None	None	None
Disagreements with Management	None	None	None	None
Management Representations	Available	Available	Available	Available
Management Consultations with Other Accountants	None	None	None	None
Other Significant Findings or Issues	None	None	None	None
Internal Control Matters to be Reported	None	None	None	Yes
Fraud Uncovered During the Audit	None	None	None	None



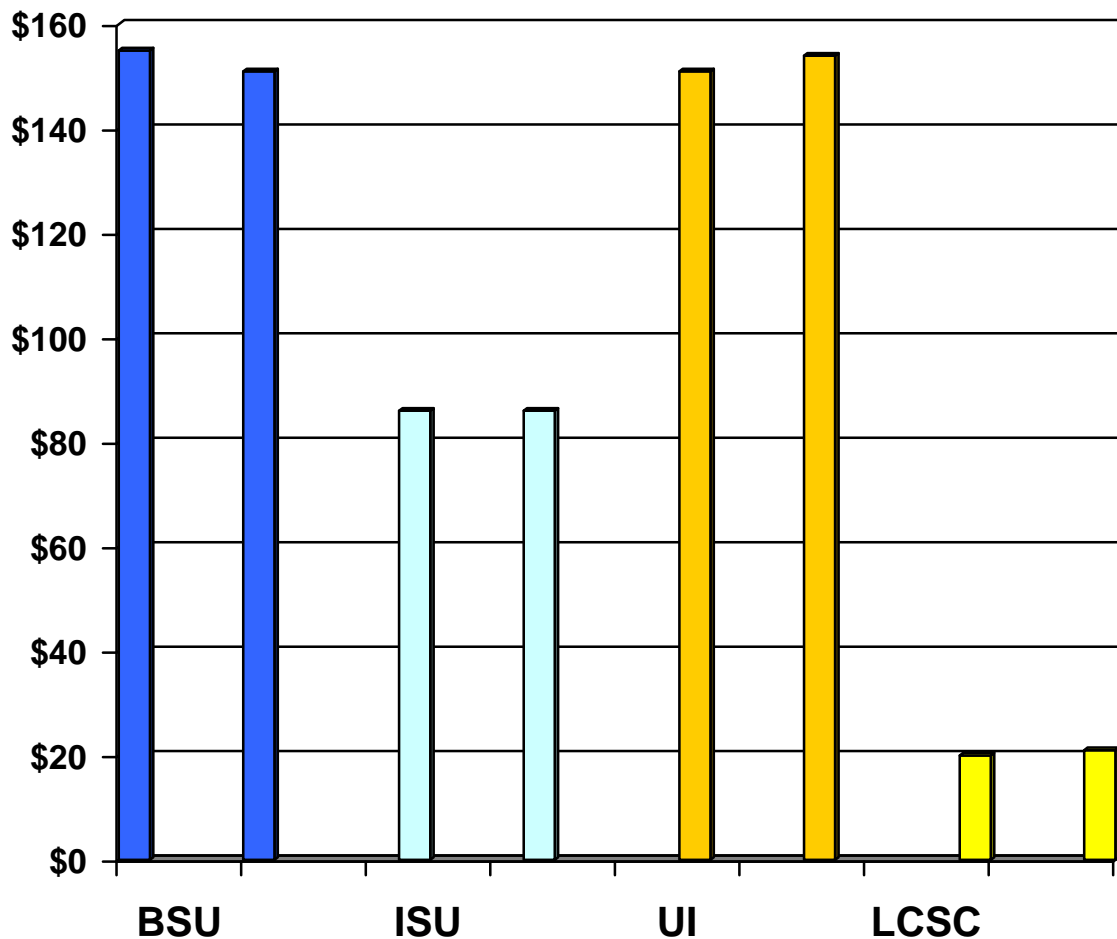
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Idaho Colleges and Universities

Presentation of Audit Results – cont.

November 10, 2020

Federal Expenditures By Institution 2020 vs 2019 (in millions)



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Idaho State University

Presentation of Audit Results

November 10, 2020

Primary Contacts at Moss Adams for ISU

Scott Simpson, Partner

5 auditors at ISU from Moss Adams
2 IT specialists

Fieldwork Dates

Interim Fieldwork (remote)
F/S Fieldwork (remote)

June 1 - 5
August 24 - 28

Audit Reporting and Timing

Audit Report Dated	September 25, 2020
Audit Report Issued	September 25, 2020
Auditors Report on Financial Statements	Unmodified
Internal Control Issues Identified & Reported	None Reported
Auditors Report on Compliance	TBD
Audit findings related to Compliance Audit	TBD

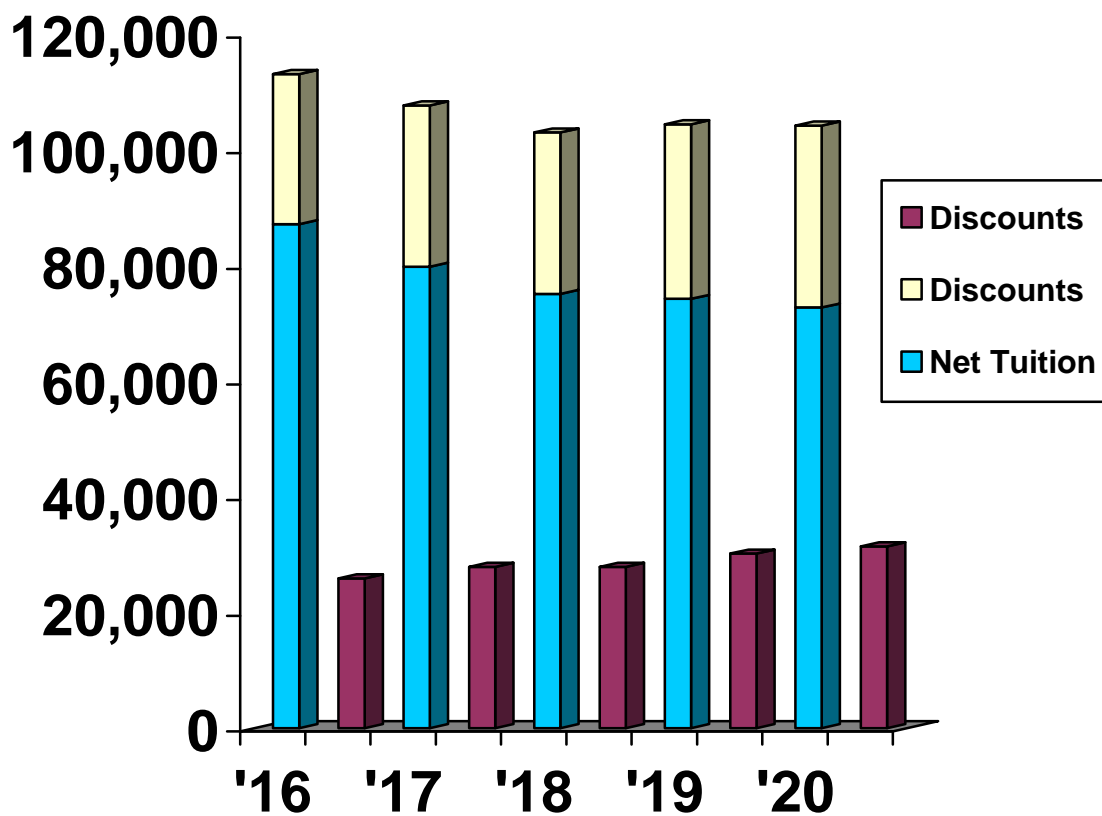
Note: OMB has not issued the Compliance Supplement Addendum as of 11/04/2020 which will contain the requirements for auditing compliance with 84.425E Higher Education Emergency Relief Fund (HEERF). OMB had indicated that they will issue the CS Addendum sometime this “Fall”. Until guidance is issued, we can not complete the Compliance Audit.

Idaho State University

Presentation of Audit Results – cont.

November 10, 2020

Tuition Revenues 5 Year Trend *(in thousands)*

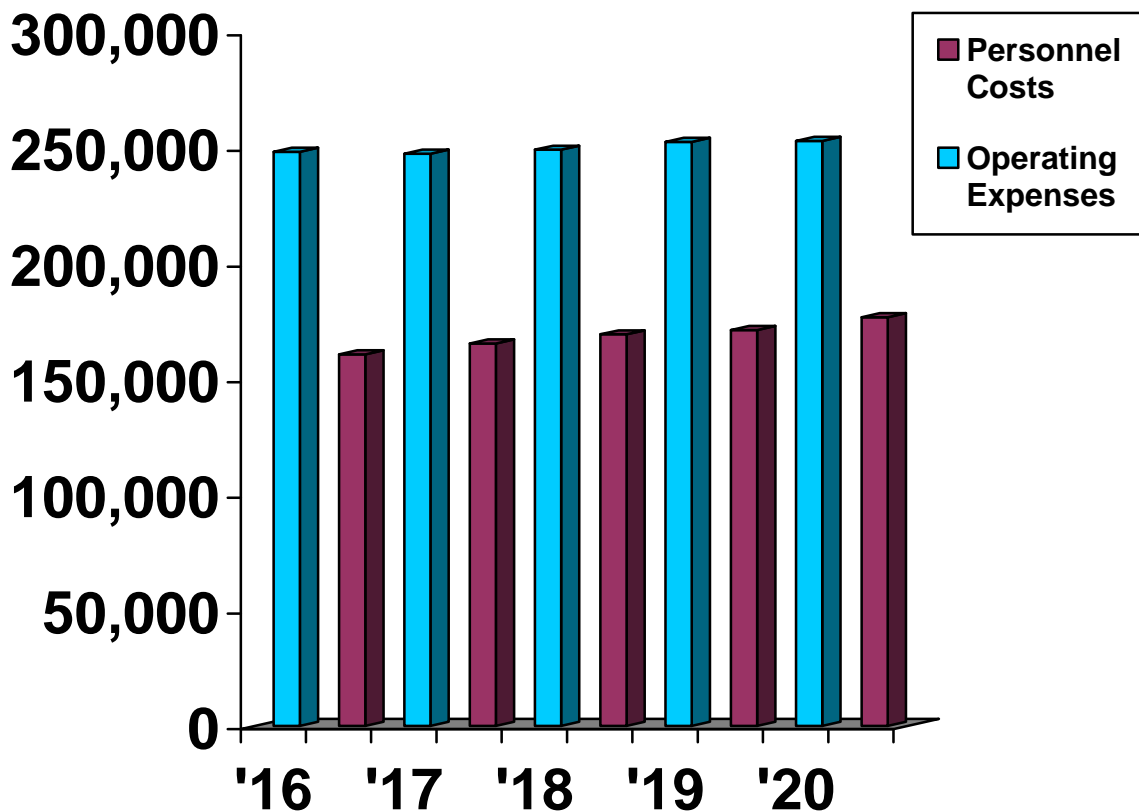


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Idaho State University
Presentation of Audit Results – cont.

November 10, 2020

Expense Analysis
5 Year Trend *(in thousands)*

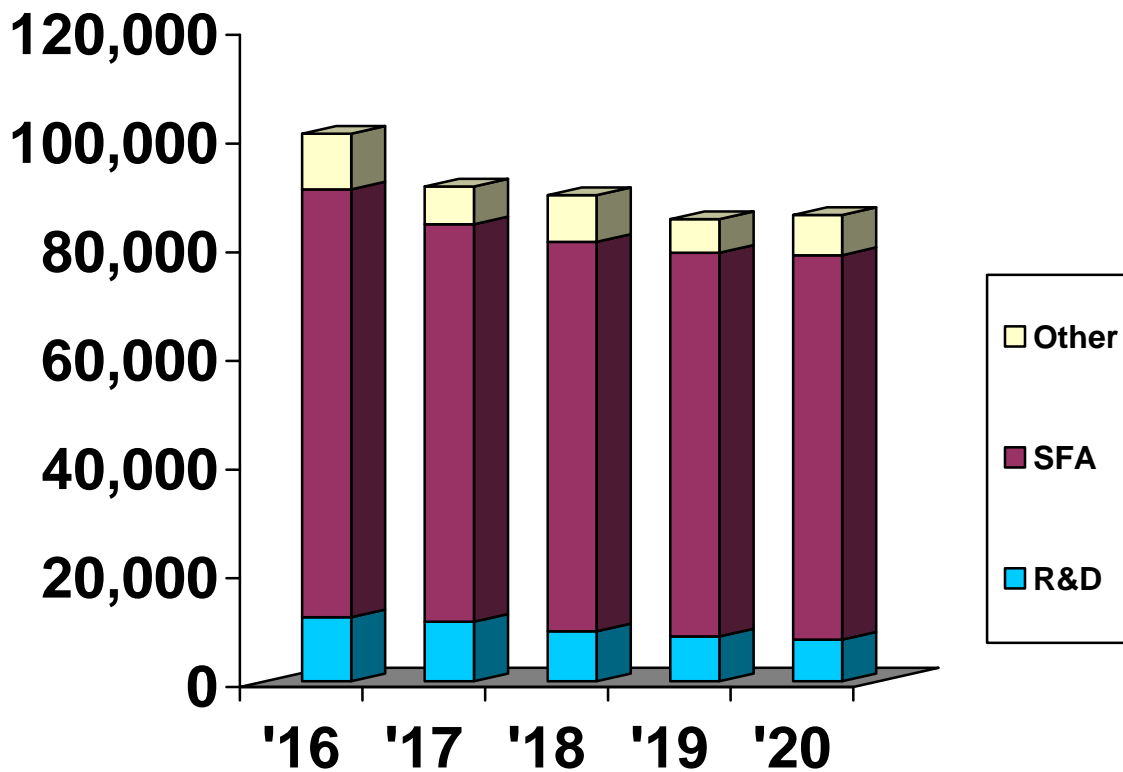


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Idaho State University
Presentation of Audit Results – cont.

November 10, 2020

Federal Expenditures
5 Year Trend *(in thousands)*



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Boise State University

Presentation of Audit Results

November 10, 2020

Primary Contacts at Moss Adams for BSU

Pam Cleaver, Partner
Art Ngu, Senior Manager

5 auditors at BSU from Moss Adams
1 IT specialists

Fieldwork Dates

Interim Fieldwork	May 26 - 29
F/S Fieldwork	August 24 - 28

Audit Reporting and Timing

Audit Report Dated	October 9, 2020
Audit Report Issued	October 9, 2020
Auditors Report on Financial Statements	Unmodified
Internal Control Issues Identified & Reported	None Reported
Auditors Report on Compliance	TBD
Audit findings related to Compliance Audit	TBD

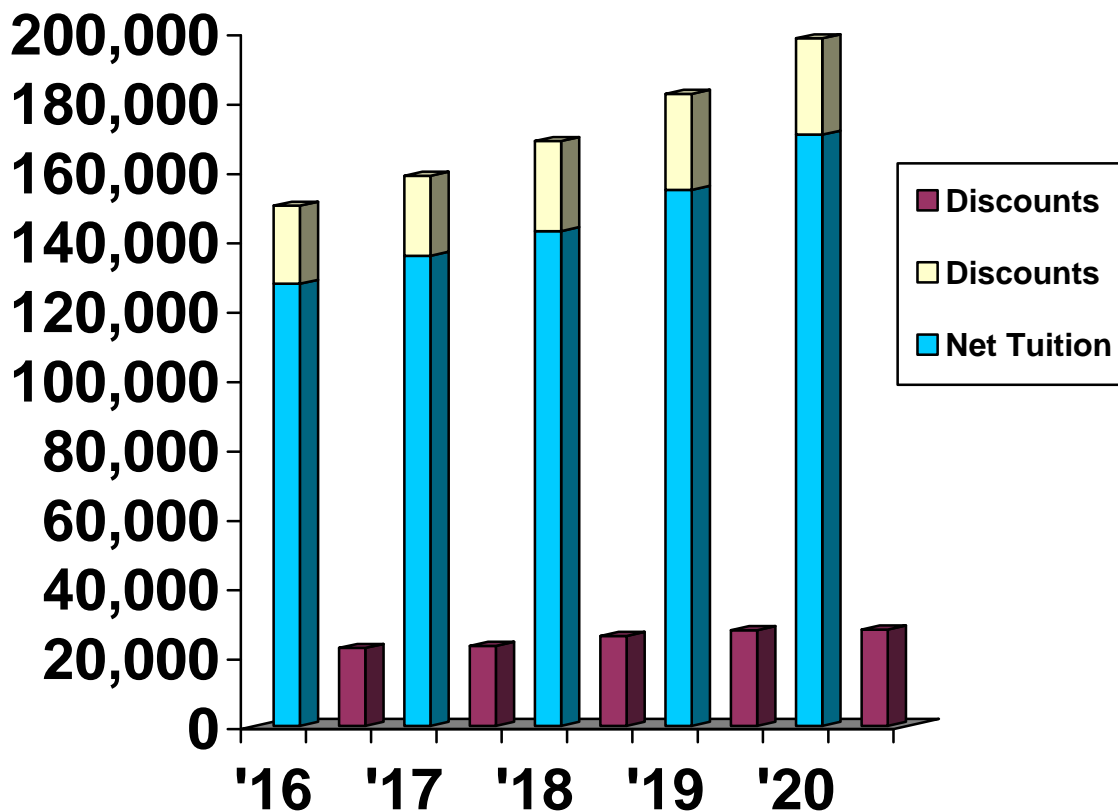
Note: OMB has not issued the Compliance Supplement Addendum as of 11/04/2020 which will contain the requirements for auditing compliance with 84.425E Higher Education Emergency Relief Fund (HEERF). OMB had indicated that they will issue the CS Addendum sometime this "Fall". Until guidance is issued, we can not complete the Compliance Audit.

Boise State University

Presentation of Audit Results – cont.

November 10, 2020

Tuition Revenues 5 Year Trend *(in thousands)*



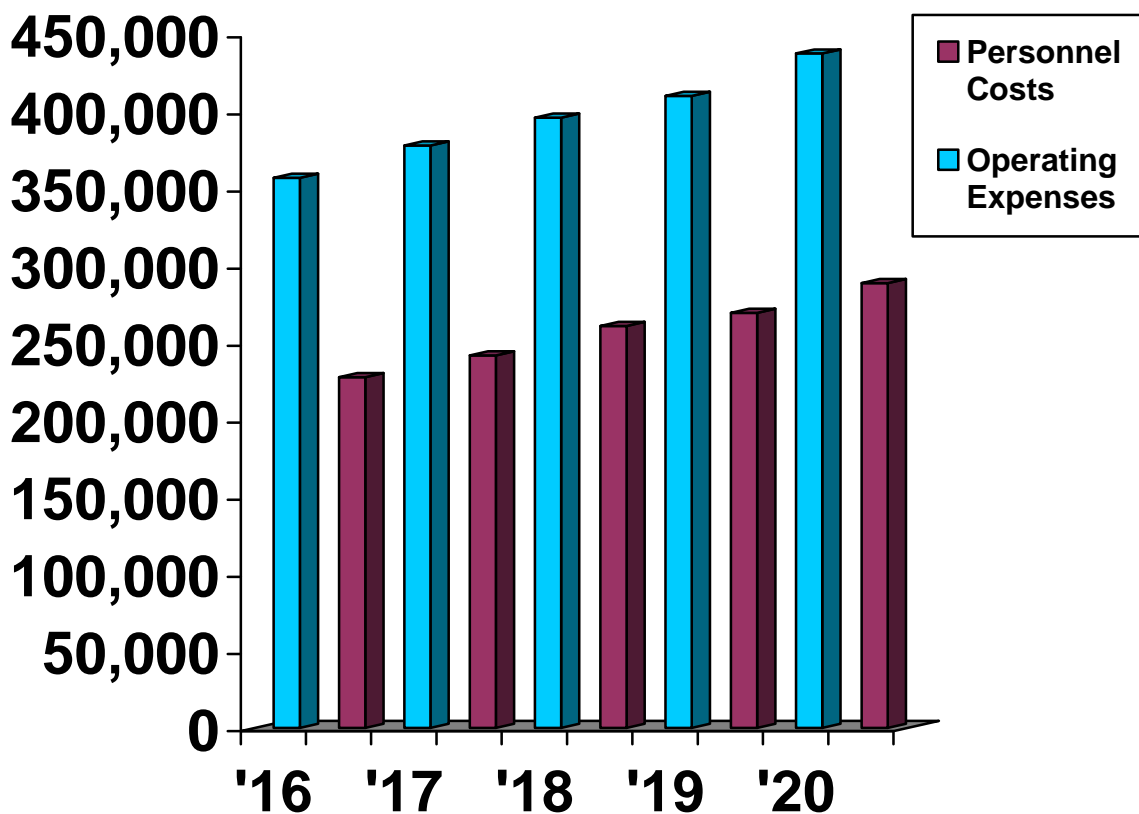
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Boise State University

Presentation of Audit Results – cont.

November 10, 2020

Expense Analysis 5 Year Trend *(in thousands)*



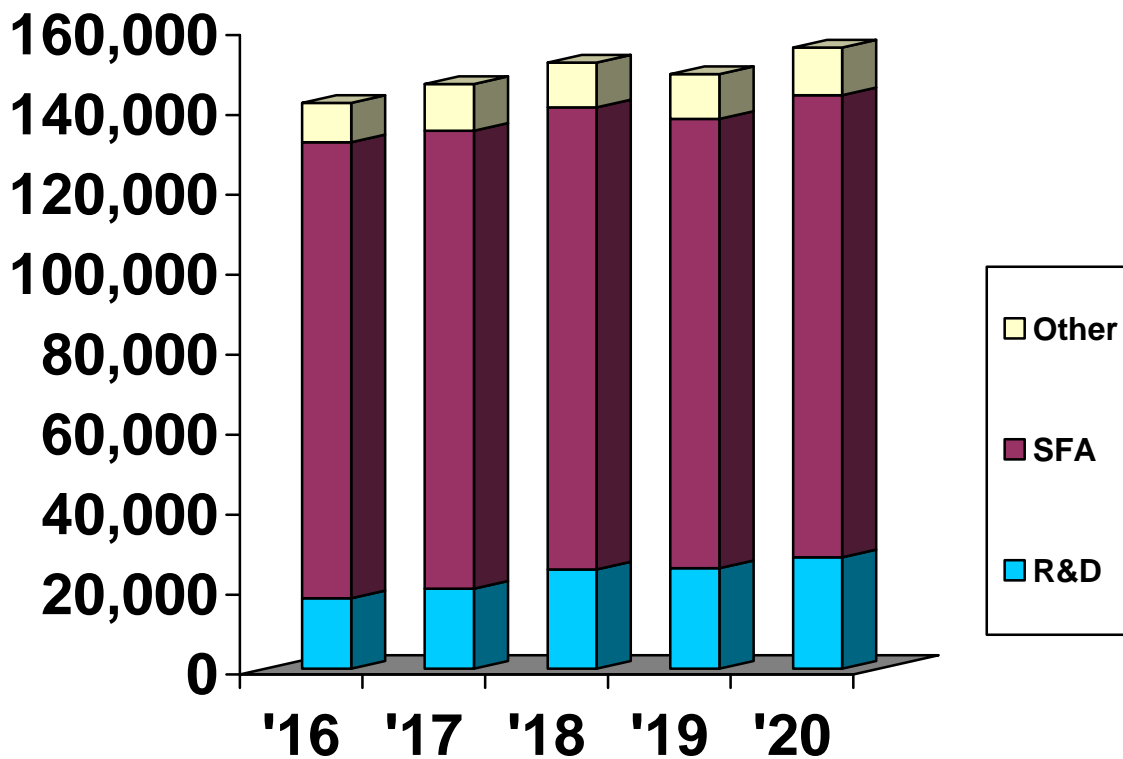
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Boise State University

Presentation of Audit Results – cont.

November 10, 2020

Federal Expenditures 5 Year Trend *(in thousands)*



MOSSADAMS

Lewis-Clark State College

Presentation of Audit Results

November 10, 2020

Primary Contacts at Moss Adams for LCSC

Tammy Erickson, Partner
Sasha Correnti, Manager

4 auditors at LCSC from Moss Adams
1 IT specialists

Fieldwork Dates

Interim Fieldwork	May 26 - 29
F/S Fieldwork	August 24 – 28

Audit Reporting and Timing

Audit Report Dated	September 24, 2020
Audit Report Issued	September 24, 2020
Auditors Report on Financial Statements	Unmodified
Internal Control Issues Identified & Reported	None Reported
Auditors Report on Compliance	TBD
Audit findings related to Compliance Audit	TBD

Note: OMB has not issued the Compliance Supplement Addendum as of 11/04/2020 which will contain the requirements for auditing compliance with 84.425E Higher Education Emergency Relief Fund (HEERF). OMB had indicated that they will issue the CS Addendum sometime this “Fall”. Until guidance is issued, we can not complete the Compliance Audit.

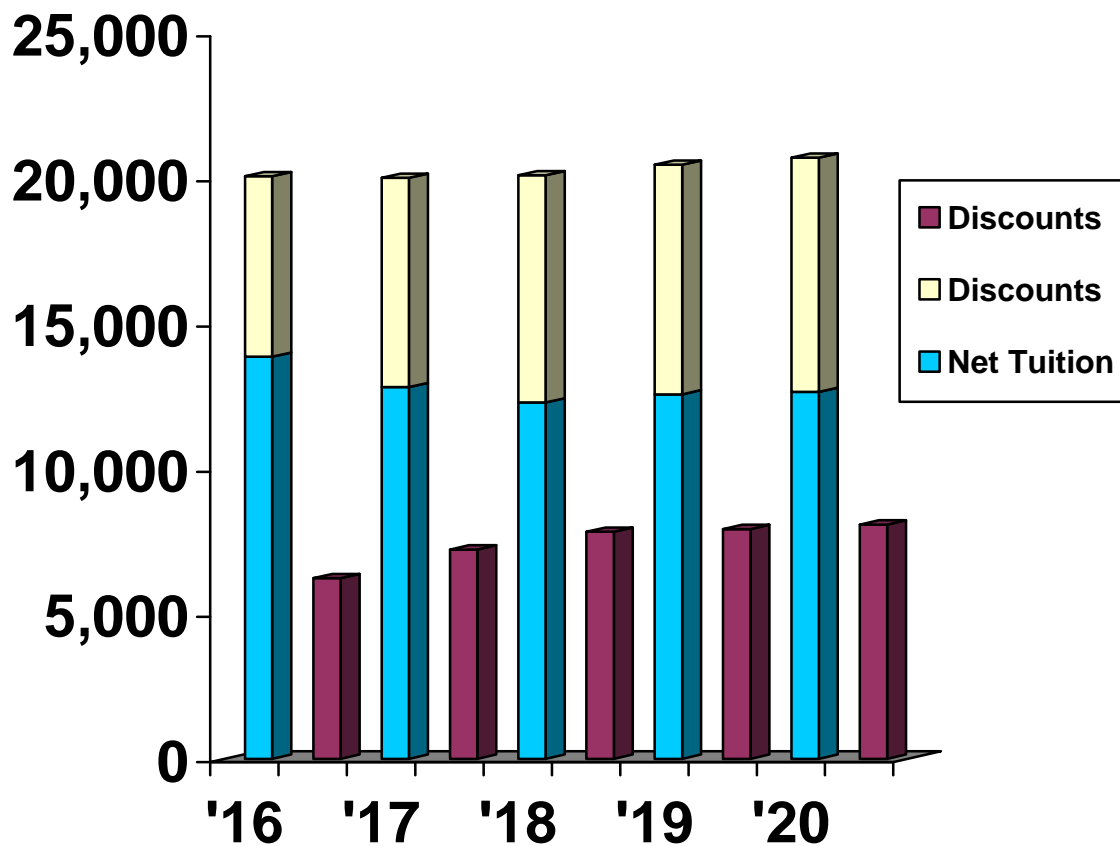


Lewis Clark State College

Presentation of Audit Results – cont.

November 10, 2020

Tuition Revenues 5 Year Trend *(in thousands)*

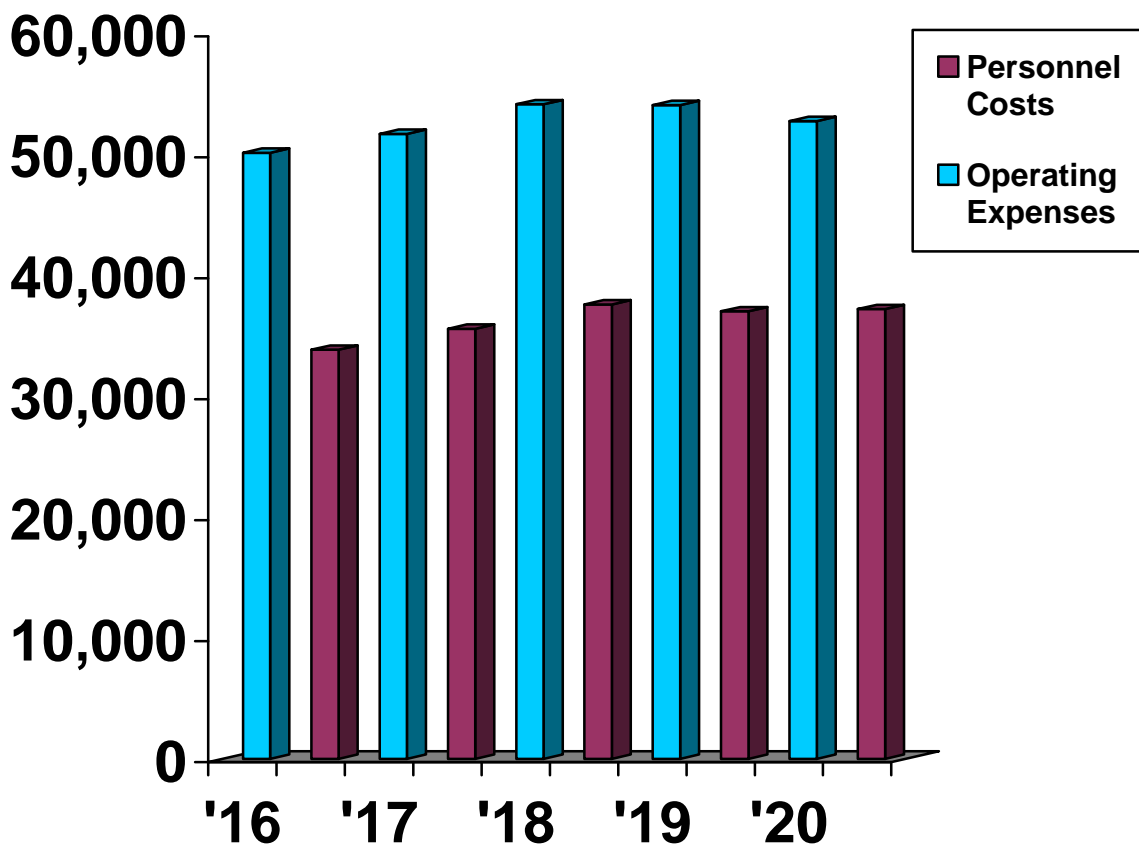


Lewis Clark State College

Presentation of Audit Results – cont.

November 10, 2020

Expense Analysis 5 Year Trend *(in thousands)*



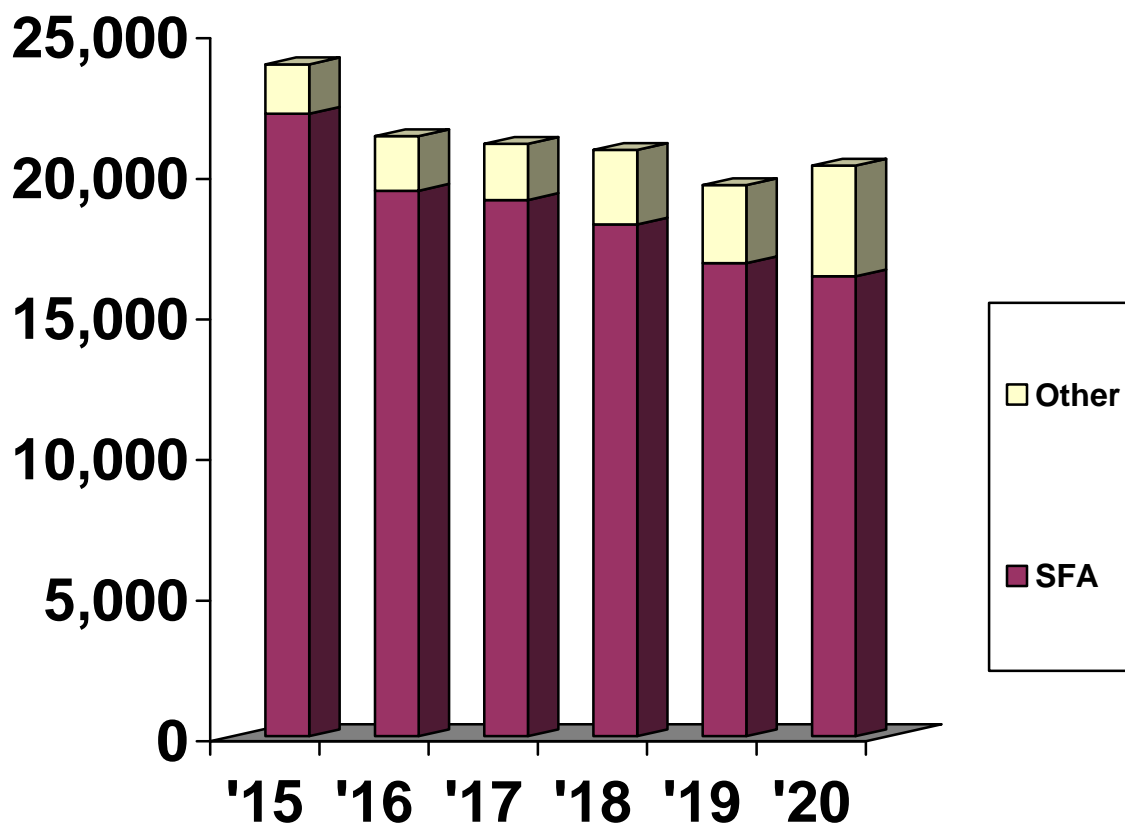
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Lewis-Clark State College

Presentation of Audit Results – cont.

November 10, 2020

Federal Expenditures 5 Year Trend *(in thousands)*



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University of Idaho

Presentation of Audit Results

November 10, 2020

Primary Contacts at Moss Adams for UI

Tammy Erickson, Partner

6 auditors at UI from Moss Adams
1 IT specialists

Fieldwork Dates

Interim Fieldwork	June 8 - 12
F/S Fieldwork	August 17 – 21

Audit Reporting and Timing

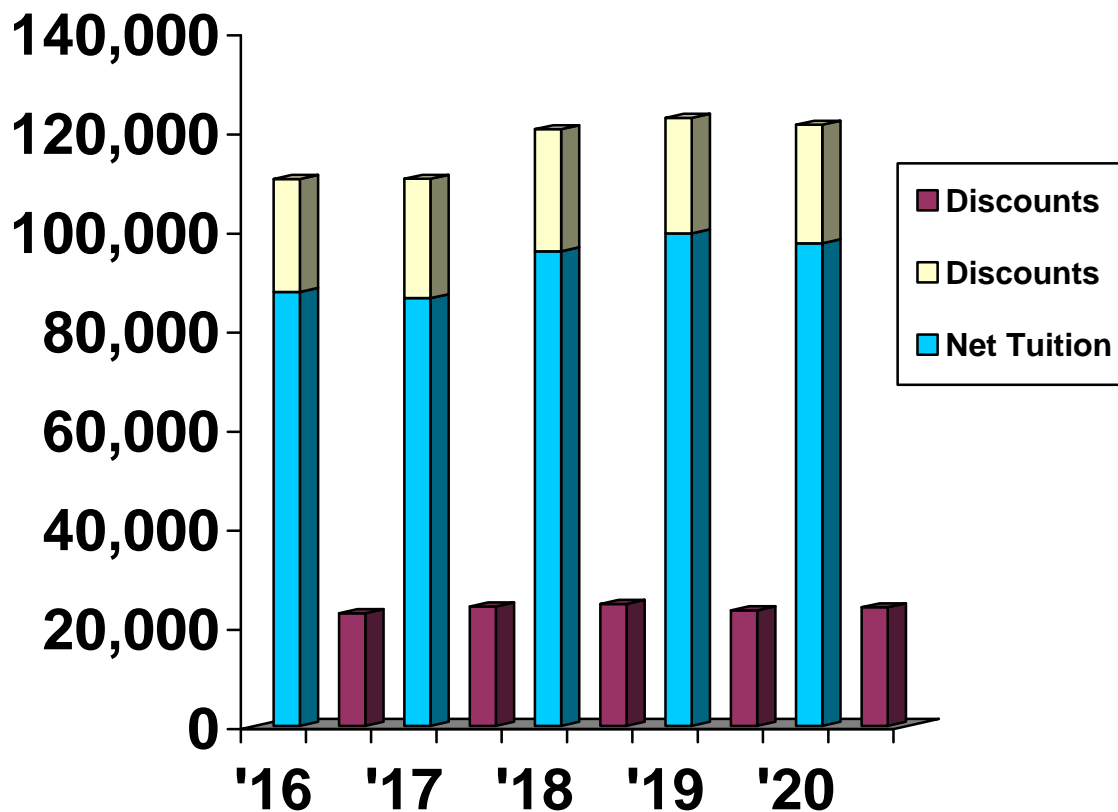
Audit Report Dated	September 25, 2020
Audit Report Issued	September 25, 2020
Auditors Report on Financial Statements	Unmodified
Internal Control Issues Identified & Reported	One Reported
Auditors Report on Compliance	TBD
Audit findings related to Compliance Audit	TBD

Note: OMB has not issued the Compliance Supplement Addendum as of 11/04/2020 which will contain the requirements for auditing compliance with 84.425E Higher Education Emergency Relief Fund (HEERF). OMB had indicated that they will issue the CS Addendum sometime this “Fall”. Until guidance is issued, we can not complete the Compliance Audit.

University of Idaho
Presentation of Audit Results – cont.

November 10, 2020

Tuition Revenues
5 Year Trend *(in thousands)*

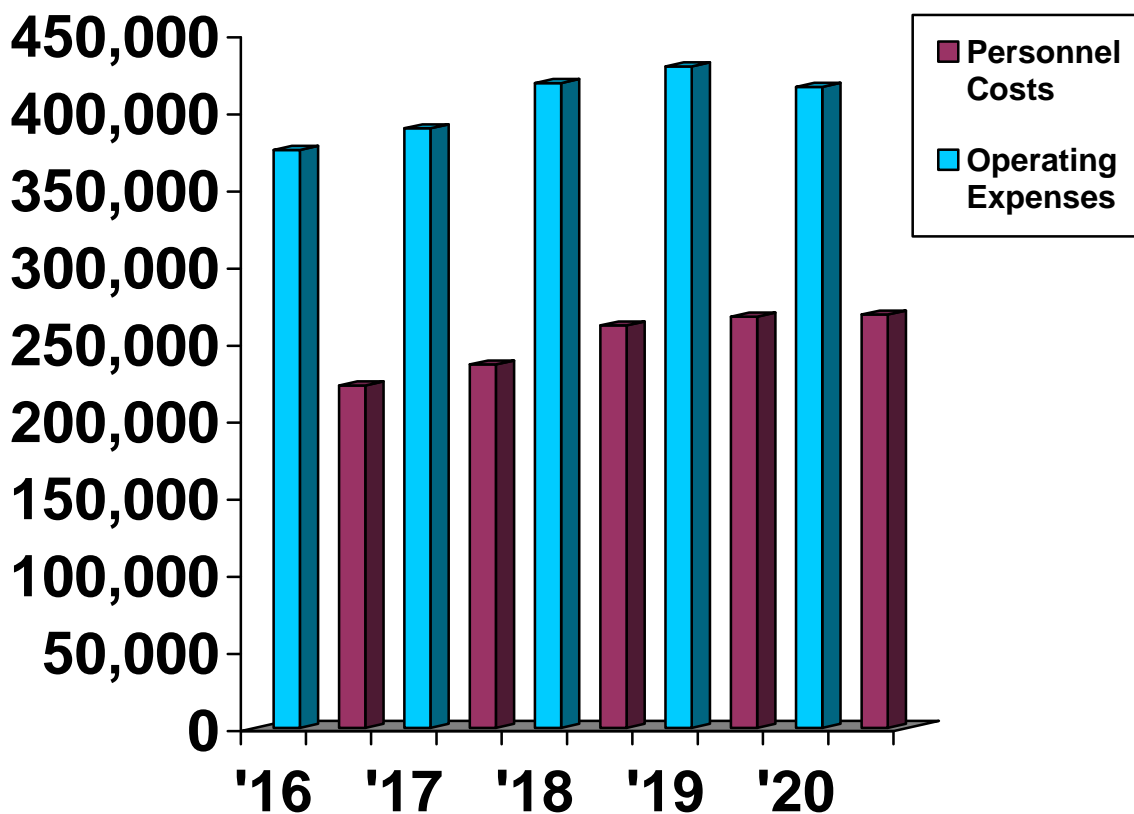


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University of Idaho
Presentation of Audit Results – cont.

November 10, 2020

Expense Analysis
5 Year Trend *(in thousands)*

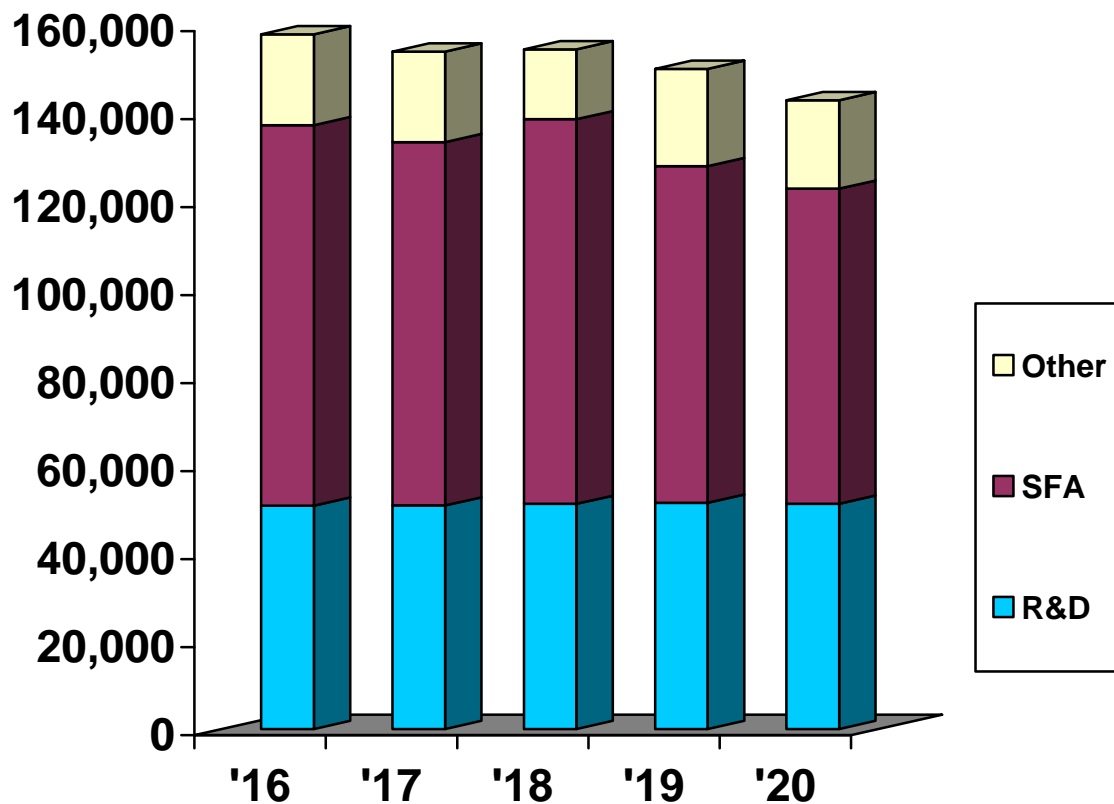


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University of Idaho
Presentation of Audit Results – cont.

November 10, 2020

Federal Expenditures
5 Year Trend *(in thousands)*



MOSSADAMS

Idaho State Board of Education

Presentation of Audit Results – cont.

November 10, 2020

We are proud to be the auditor for Idaho Colleges and Universities and would like to extend our thanks to the Board Members, the Office of the State Board, and the Institutions.

Questions & Comments?

MOSS-ADAMS LLP

Section II - Financial Statement Findings

FINDING 2020-001 – Lack of Adequate Controls surrounding Financial Close and Reporting; Significant Deficiency in Internal Controls.

Criteria: Generally Accepted Accounting Principles (GAAP) require the University to have adequate controls in place over their financial close and reporting process to ensure the financial statements are materially correct.

Condition/Context: All overhead clearing account balances were not fully reconciled, creating additional entries necessary to correct the balance reported as of June 30, 2020. In addition, the University's financial statements required a reclassification between unrestricted net position and restricted-expendable net position to account for funds that had been expended for the intended purpose.

Cause: There was turnover at the University and there did not appear to be proper controls in place to ensure the balances were correct and properly reconciled.

Effect: Certain amounts were misstated, requiring audit adjustments to properly state the year end balances.

Recommendation: Although we have seen improvements in this area, we recommend the University conduct a thorough reconciliation and review of year-end supporting documentation to ensure the financial statements are complete and accurate. Proper internal controls ensure balances are reconciled and that no one person is responsible for preparing and processing a transaction or process from beginning to end and therefore preparers should not be in the position of relying on self-review as the primary mechanism to identify mistakes.

Views of responsible officials:

**AUDIT
DECEMBER 17, 2020**

SUBJECT

FY 2020 College and Universities' Financial Ratios

REFERENCE

December 2011-2020

Annual Audit reports submitted to the Board

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The ratios presented measure the financial health of each institution and include a "Composite Financial Index" based on four key ratios. The ratios are designed as management tools to measure financial activity and key trends within an institution over time. They typically do not lend themselves to comparative analysis between institutions because of the varying missions and structures of the institutions and current strategic initiatives underway at a given institution at a given time.

Institution foundations are reported as component units in the college and universities' financial statements. The nationally-developed ratio benchmarks model is built around this combined picture.¹ An institution's foundation holds assets for the purpose of supporting the institution. Foundation assets are nearly all restricted for institution purposes and are an important part of an institution's financial strategy and financial health.

Ratio	Measure	Benchmark
Primary reserve	Sufficiency of resources and their flexibility; good measure for net assets	.40
Viability	Capacity to repay total debt through reserves	1.25
Return on net position	Whether the institution is better off financially this year than last	6.00%
Net operating revenues	Whether the institution is living within available resources	2.00%
Composite Financial Index	Combines four ratios using weighting	3.0
Debt Burden	Institution's dependence on borrowed funds	<= 8%
Debt Coverage	Ability of excess income over adjusted expenses to cover annual debt service payments.	2.0
Life of Capital Assets	Recent vs deferred investments	10 - 14

¹ See *Strategic Financial Analysis for Higher Education: Identifying, Measuring & Reporting Financial Risks* (7th ed.). New York, NY: Prager, Sealy & Co., LLC; KPMG, LLP; Attain, LLC. The model's analysis developed by industry experts is generally accepted in the field of higher education and has been around and evolving since 1980.

**AUDIT
DECEMBER 17, 2020**

Three other ratios provided are the Debt Burden, Debt Coverage and Life of Capital Assets. The Debt Burden ratio is calculated as debt service divided by adjusted expenditure. The benchmark for this ratio is set by the institution for no more than 8% per Board policy V.F. The Debt Coverage ratio is calculated as adjusted revenues divided by debt service. The benchmark for this ratio is set at 2. The Life of Capital Assets ratio is calculated as accumulated depreciation divided by depreciation expense. The benchmark for this ratio is 10 for research institutions and 14 for undergraduate liberal arts institutions.

IMPACT

These financial ratios and analyses are provided for the Board to review the financial health and year-to-year trends at the institutions. The ratios reflect a financial snapshot as of fiscal year end. The Audit Committee reviews key financial performance factors on a quarterly basis.

ATTACHMENTS

- Attachment 1 - Boise State University – CFI Ratios
- Attachment 2 - Boise State University - Debt Ratios
- Attachment 3 - Idaho State University – CFI Ratios
- Attachment 4 - Idaho State University – Debt Ratios
- Attachment 5 - University of Idaho – CFI Ratios
- Attachment 6 - University of Idaho – Debt Ratios
- Attachment 7 - Lewis-Clark State College – CFI Ratios
- Attachment 8 - Lewis-Clark State College – Debt Ratios

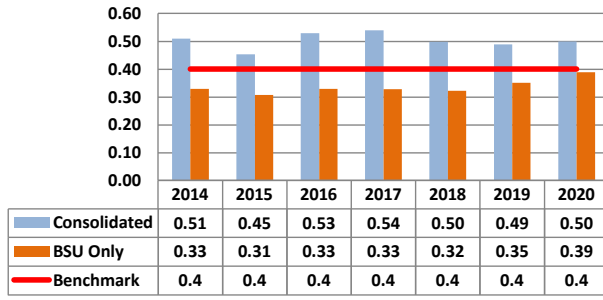
STAFF COMMENTS AND RECOMMENDATIONS

Institution representatives will be ready to provide a brief analysis of their financial ratios and answer Board members' questions.

BOARD ACTION

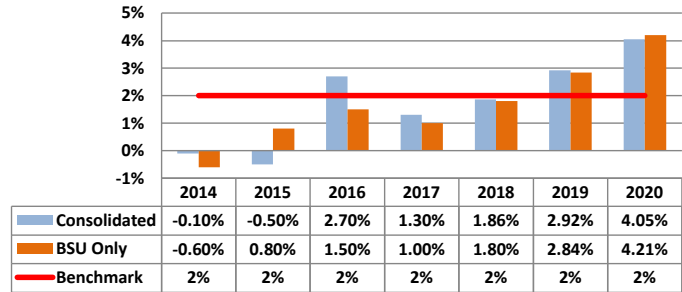
This item is for informational purposes only.

Boise State University Primary Reserve



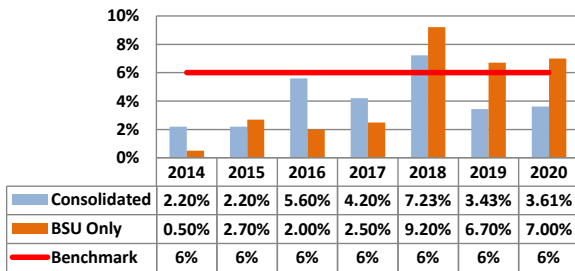
.40 indicates 5 months of operations can be covered by expendable reserves. Trend indicates whether institution has increased net worth in proportion to rate of growth in its operating size.

Boise State University Net Operating Revenues



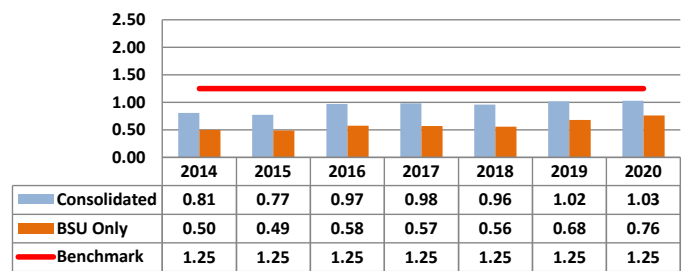
Indicates whether institution is adding or subtracting from net assets. A pattern of deficits is a warning signal that management should focus on restructuring income and expense streams to return to an acceptable level.

Boise State University Return on Net Position



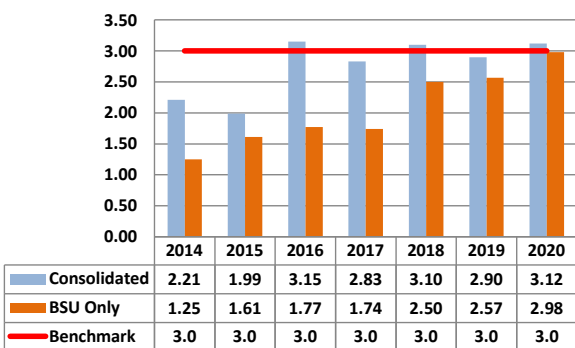
Measures total economic return: higher is better. Lower is okay if it reflects the strategy and mission in setting up for future returns.

Boise State University Viability

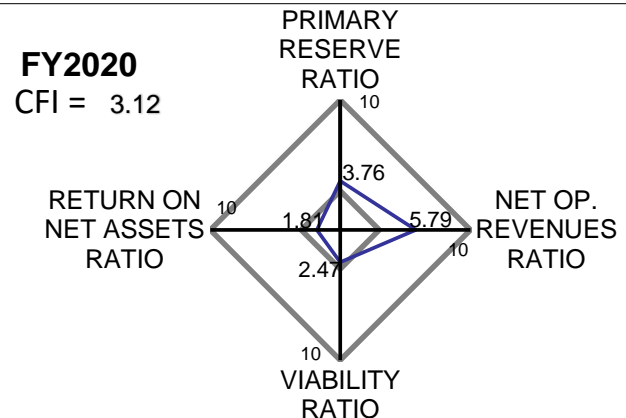


Measures ability to meet entire debt obligation with expendable net assets as of a balance sheet date.

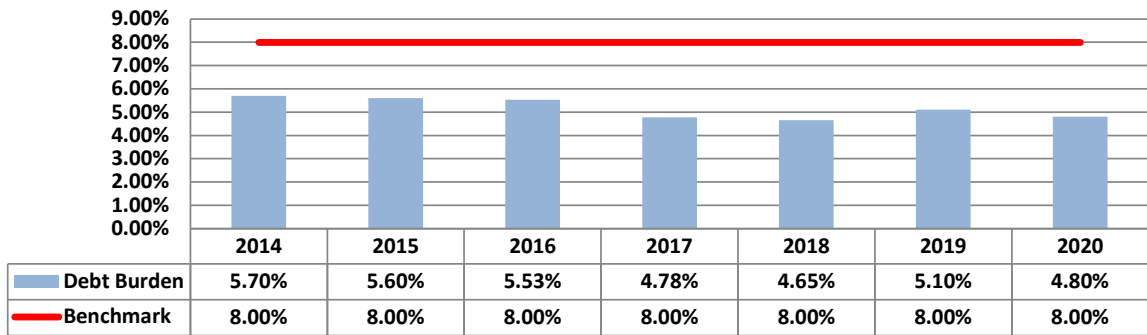
BSU Consolidated Financial Index



Indicates overall financial health. Ratio range of 3-5 is ideal time to direct resources toward transformation.

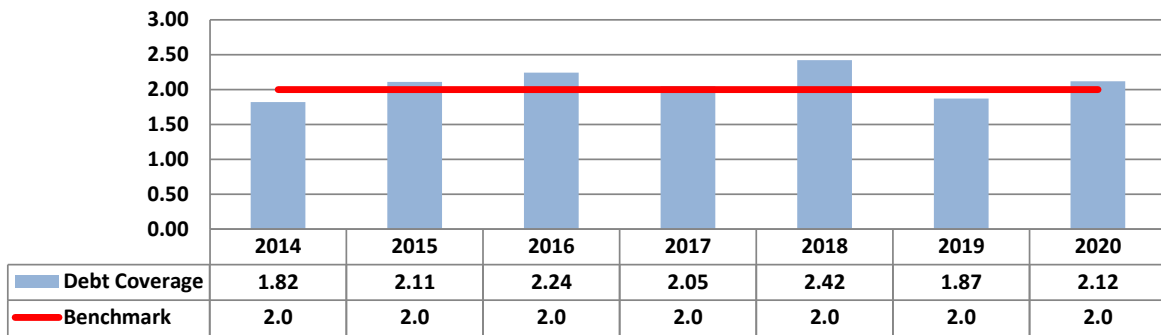


Boise State University Debt Burden Ratio



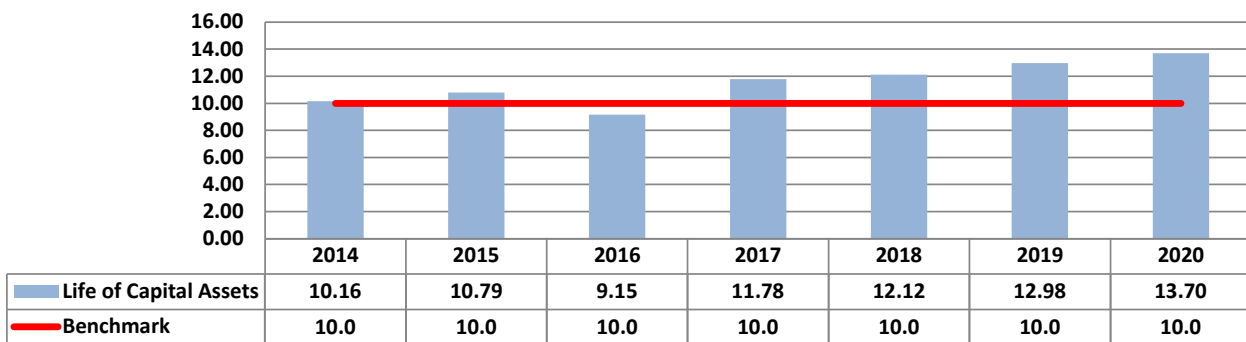
Reflects reliance on borrowed funds as a source of funds.

Boise State University Debt Coverage Ratio



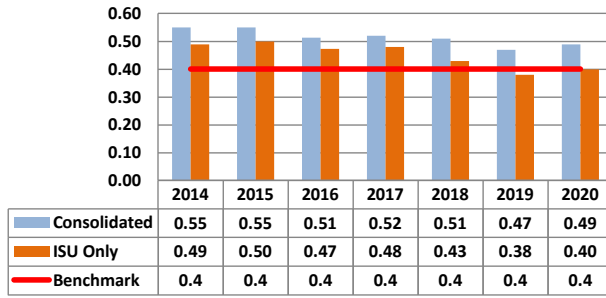
Reflects ability of excess income over adjusted expenses to cover annual debt service payments.

Boise State University Life of Capital Assets



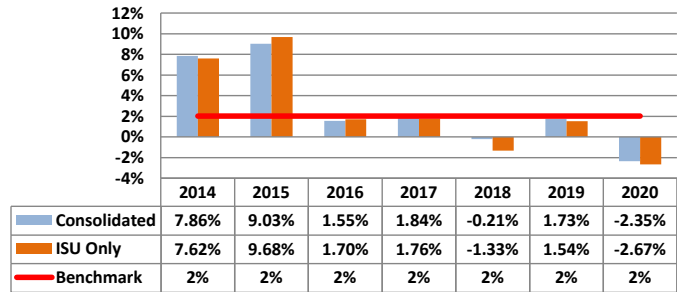
Higher ratio indicates more deferred reinvestment in plant facilities in the future.

Idaho State University Primary Reserve



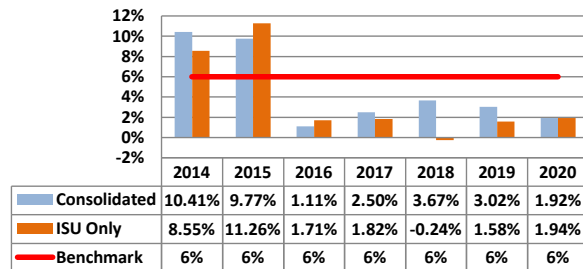
.40 indicates 5 months of operations can be covered by expendable reserves. Trend indicates whether institution has increased net worth in proportion to rate of growth in its operating size.

Idaho State University Net Operating Revenues



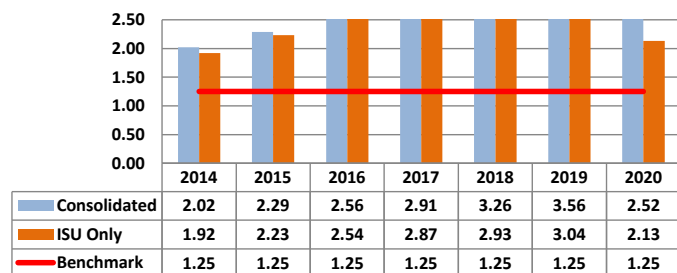
Indicates whether institution is adding or subtracting from net assets. A pattern of deficits is a warning signal that management should focus on restructuring income and expense streams to return to an acceptable level.

Idaho State University Return on Net Position



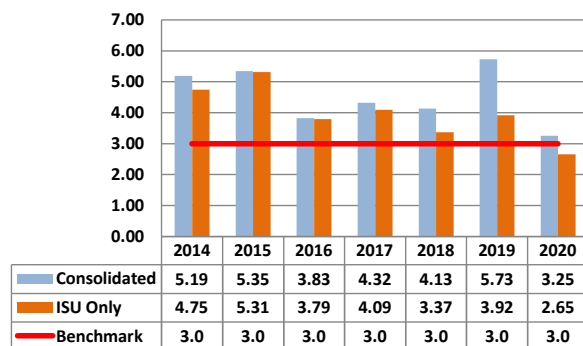
Measures total economic return: higher is better. Lower is okay if it reflects the strategy and mission in setting up for future returns.

Idaho State University Viability



Measures ability to meet entire debt obligation with expendable net assets as of a balance sheet date.

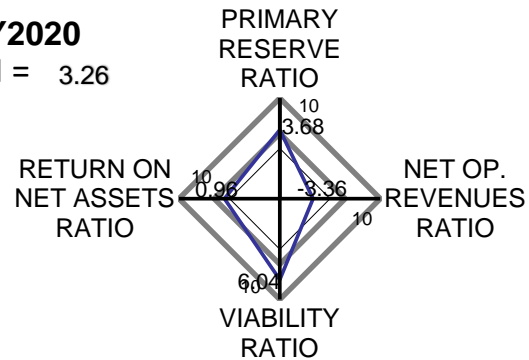
ISU Consolidated Financial Index



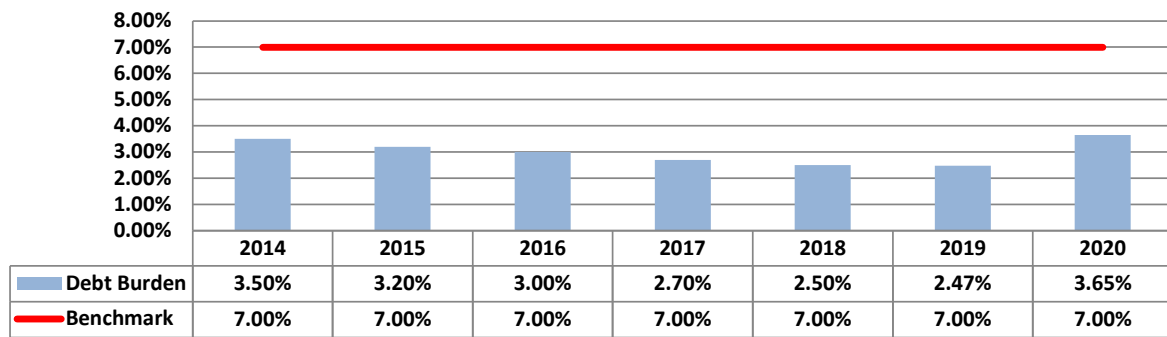
Indicates overall financial health. Ratio range of 3-5 is ideal time to direct resources toward transformation.

FY2020

CFI = 3.26

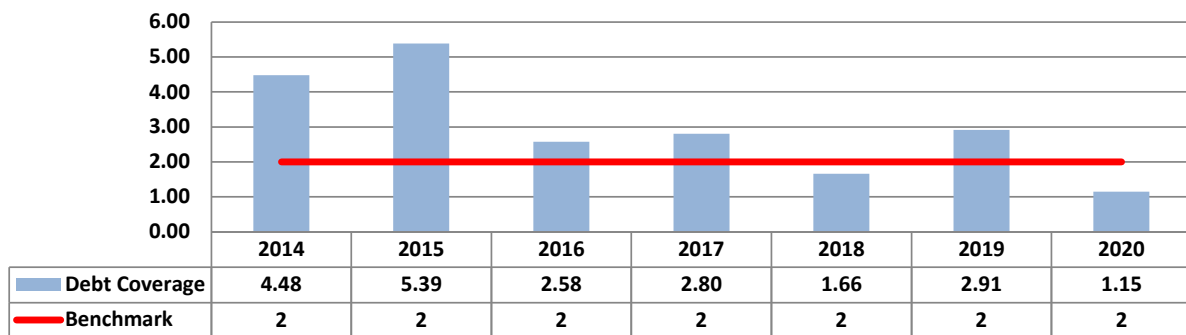


Idaho State University Debt Burden Ratio



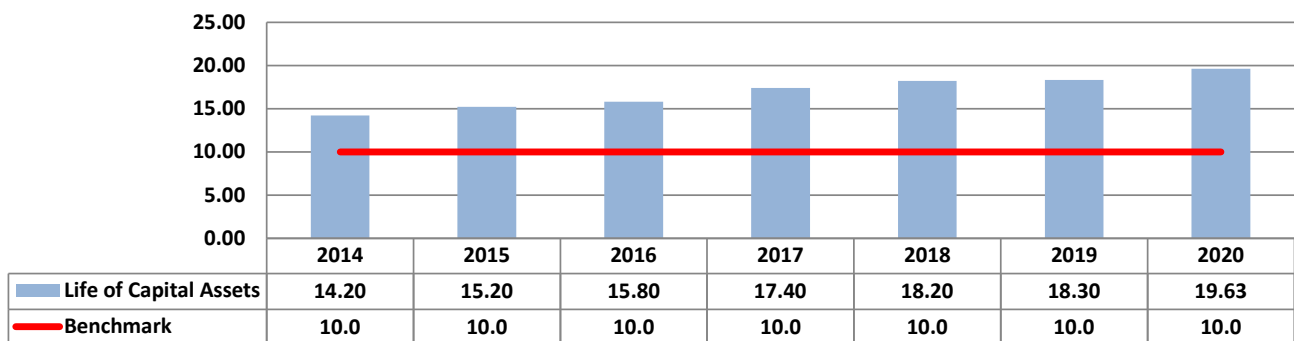
Reflects reliance on borrowed funds as a source of funds.

Idaho State University Debt Coverage Ratio



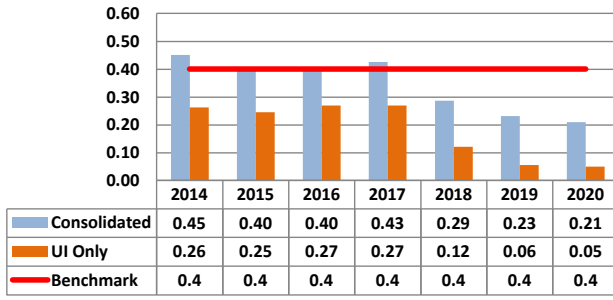
Reflects ability of excess income over adjusted expenses to cover annual debt service payments.

Idaho State University Life of Capital Assets



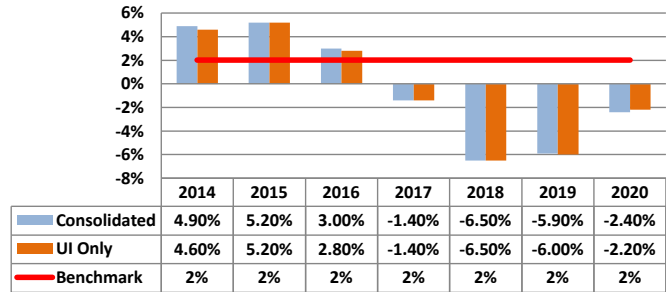
Higher ratio indicates more deferred reinvestment in plant facilities in the future.

University of Idaho Primary Reserve



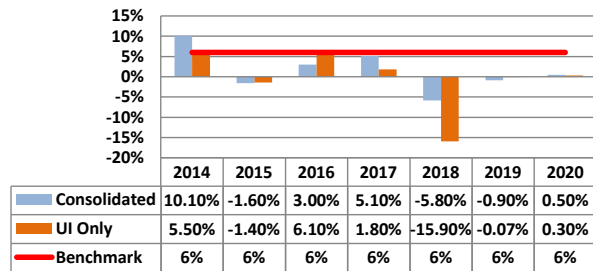
.40 indicates 5 months of operations can be covered by expendable reserves. Trend indicates whether institution has increased net worth in proportion to rate of growth in its operating size.

University of Idaho Net Operating Revenues



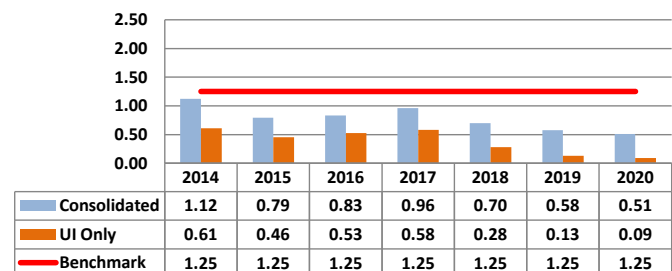
Indicates whether institution is adding or subtracting from net assets. A pattern of deficits is a warning signal that management should focus on restructuring income and expense streams to return to an acceptable level.

University of Idaho Return on Net Position



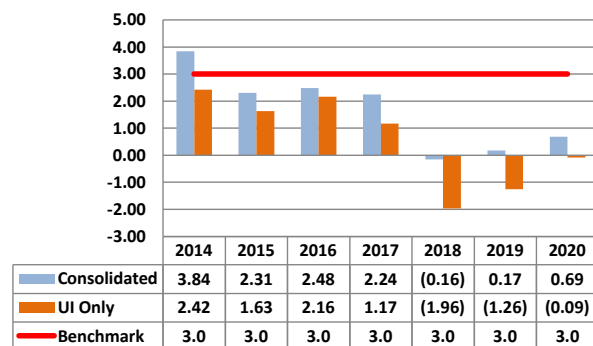
Measures total economic return: higher is better. Lower is okay if it reflects the strategy and mission in setting up for future returns.

University of Idaho Viability



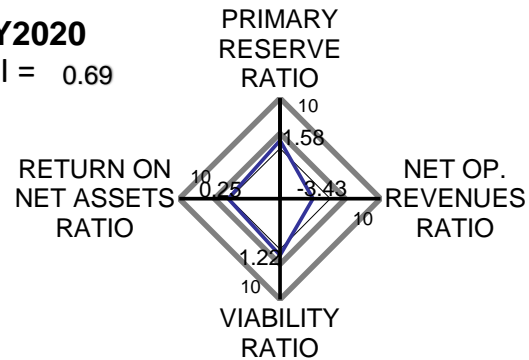
Measures ability to meet entire debt obligation with expendable net assets as of a balance sheet date.

UI Consolidated Financial Index

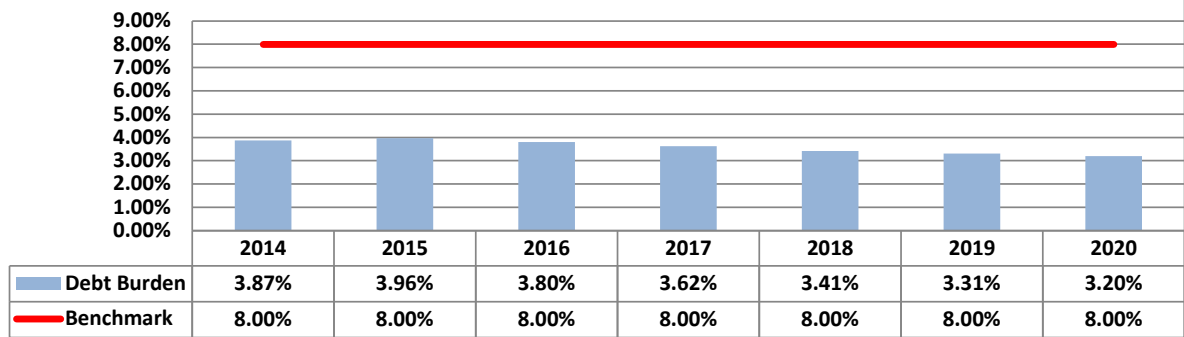


Indicates overall financial health. Ratio range of 3-5 is ideal time to direct resources toward transformation.

FY2020
CFI = 0.69

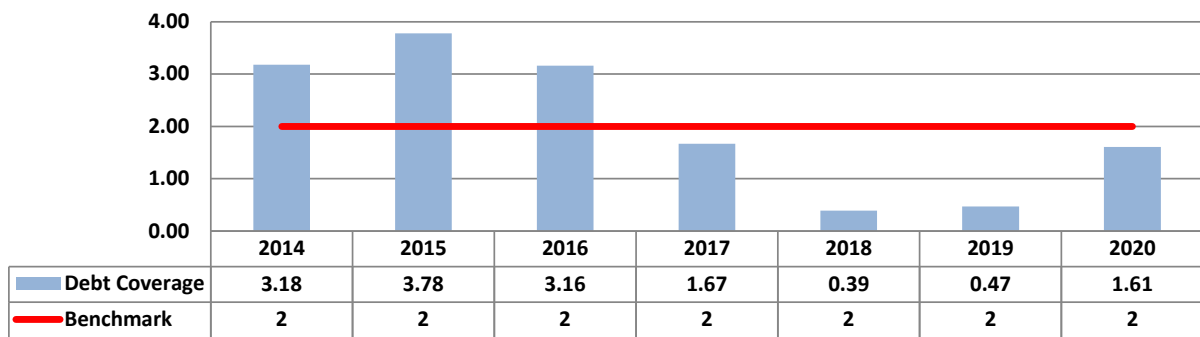


University of Idaho Debt Burden Ratio



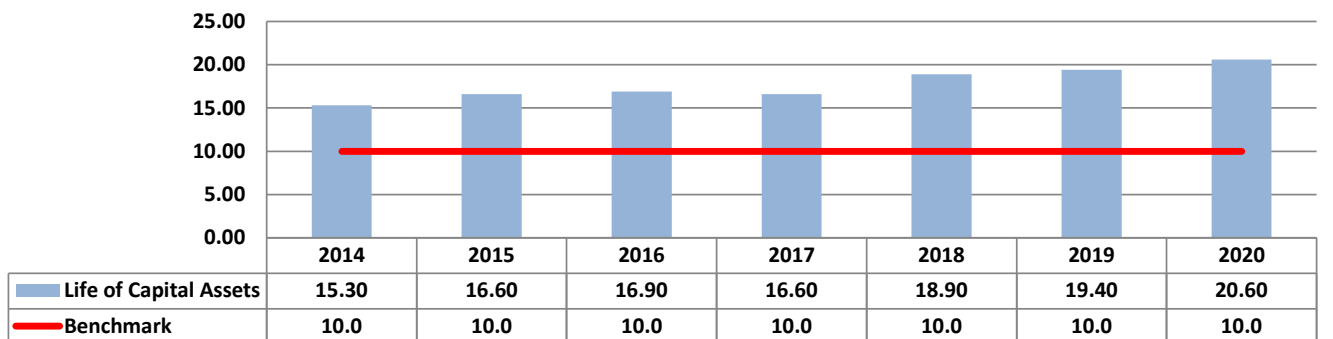
Reflects reliance on borrowed funds as a source of funds.

University of Idaho Debt Coverage Ratio



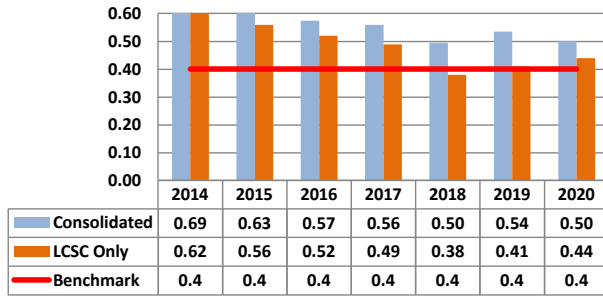
Reflects ability of excess income over adjusted expenses to cover annual debt service payments.

University of Idaho Life of Capital Assets



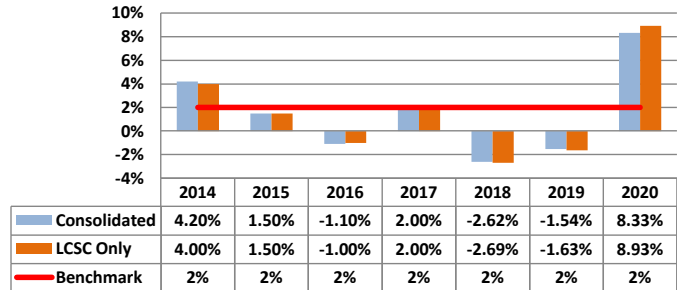
Higher ratio indicates more deferred reinvestment in plant facilities in the future.

Lewis-Clark State College Primary Reserve



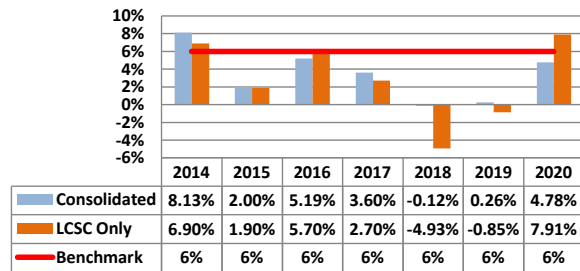
.40 indicates 5 months of operations can be covered by expendable reserves. Trend indicates whether institution has increased net worth in proportion to rate of growth in its operating size.

Lewis-Clark State College Net Operating Revenues



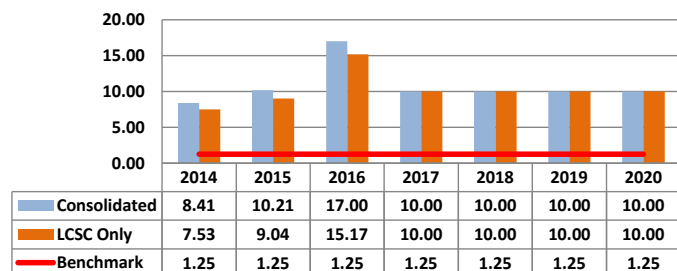
Indicates whether institution is adding or subtracting from net assets. A pattern of deficits is a warning signal that management should focus on restructuring income and expense streams to return to an acceptable level.

Lewis-Clark State College Return on Net Position



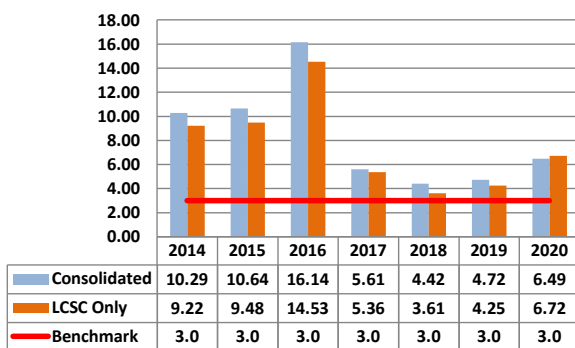
Measures total economic return: higher is better. Lower is okay if it reflects the strategy and mission in setting up for future returns.

Lewis-Clark State College Viability



Measures ability to meet entire debt obligation with expendable net assets as of a balance sheet date.

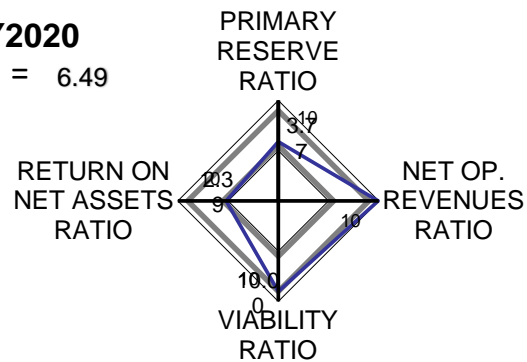
LCSC Consolidated Financial Index



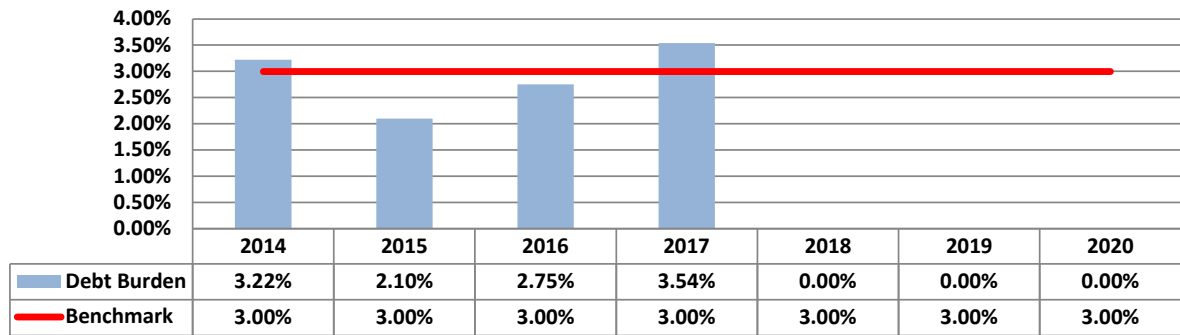
Indicates overall financial health. Ratio range of 3-5 is ideal time to direct resources toward transformation.

FY2020

CFI = 6.49

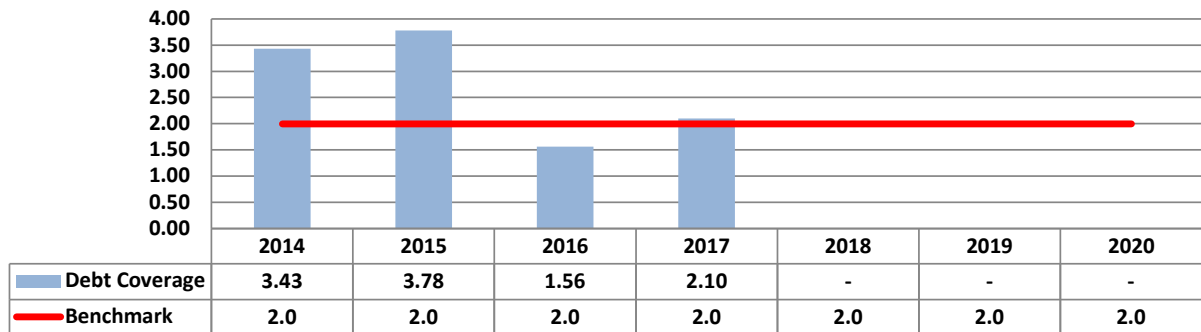


Lewis-Clark State College Debt Burden Ratio



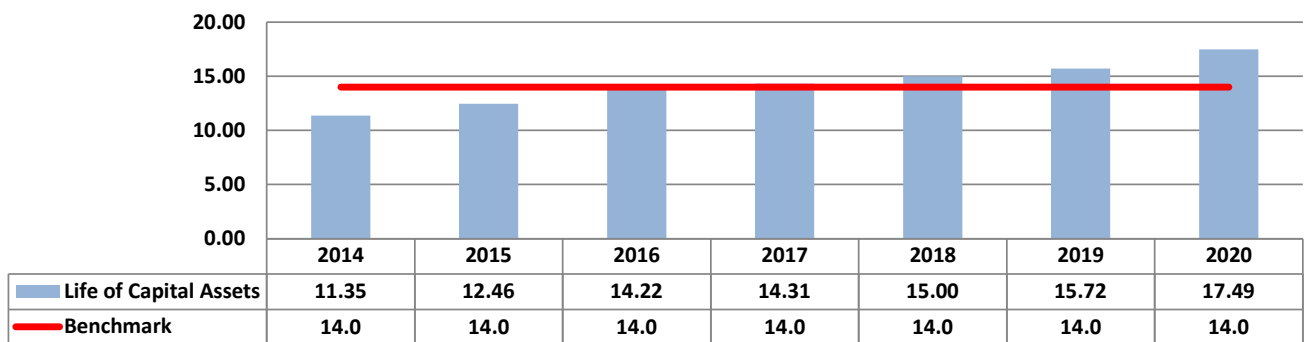
Reflects reliance on borrowed funds as a source of funds.

Lewis-Clark State College Debt Coverage Ratio



Reflects ability of excess income over adjusted expenses to cover annual debt service payments.

Lewis-Clark State College Life of Capital Assets



Higher ratio indicates more deferred reinvestment in plant facilities in the future.

**AUDIT
DECEMBER 17, 2020**

SUBJECT

FY 2020 College and Universities' Unrestricted Net Position Balances

REFERENCE

December 2012 - 2020

Annual Audit reports submitted to the Board

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Net position balances provide a tool to gauge the amount and types of assets held by an institution. An analysis of unrestricted expendable assets provides insights into some of the "reserves" which might be available in order for an institution to meet emergency needs. The net position balances as of June 30, 2020 for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College are attached. The net position reports for the four institutions are broken out by the following categories:

Invested in capital assets, net of related debt: This represents an institution's total investment in capital assets, net of accumulated depreciation and outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included.

Restricted, expendable: This represents resources which an institution is legally or contractually obligated to spend in accordance with restrictions imposed by external third parties.

Restricted, nonexpendable: This represents endowment and similar type funds in which donors or other outside sources have stipulated, as a condition of the gift instrument, that the principal is to be maintained inviolate and in perpetuity, and invested for the purpose of producing present and future income, which may either be expended or added to principal.

Unrestricted: This represents resources derived from student tuition and fees, and sales and services of educational departments and auxiliary enterprises. Auxiliary enterprises are defined as substantially self-supporting activities that provide services for students, faculty and staff. Not all sources of revenue noted above are necessarily present in the unrestricted position.

Within the category of **Unrestricted Position**, the institutions reserve funds for the following:

Obligated: Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for

AUDIT
DECEMBER 17, 2020

outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

Designated: Designated net position represents balances not yet legally contracted but which have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative cost recovery returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note: Designated reserves are not yet legally contracted, so technically they are still subject to management decision or reprioritization. However, it's critical to understand that these net position balances are a snapshot in time as of June 30, 2020, so reserves shown as "designated" on this report could become "obligated" at any point in the current fiscal year.

Unrestricted Funds Available: Balance represents reserves available to bridge uneven cash flows as well as future potential funding shortfalls such as:

- Budget reductions or holdbacks
- Enrollment fluctuations
- Unfunded enrollment workload adjustment (EWA)
- Unfunded occupancy costs
- Critical infrastructure failures

IMPACT

The volatility of state funding as well as fluctuations in enrollment and tuition revenue necessitates that institutions maintain fund balances sufficient to stabilize their operating budgets. As such, Board Policy V.B. sets a minimum target reserve of 5%, as measured by "Unrestricted Available" funds divided by annual operating expenses. The institutions' unrestricted funds available as a percent of operating expenses over the past five fiscal years are as follows:

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
BSU:	5.3%	5.5%	3.8%	5.1%	.6%
ISU:	11.8%	7.8%	5.7%	5.2%	8.8%
UI:	5.4%	5.0%	(1.6%)	(7.9%)	(7.2%)
LCSC:	6.0%	5.2%	5.1%	1.6%	6.9%

ATTACHMENTS

Attachment 1 - BSU Net Position Balances
Attachment 2 - ISU Net Position Balances
Attachment 3 - UI Net Position Balances
Attachment 4 - LCSC Net Position Balances

STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University and Lewis-Clark State College met the Board's 5% reserve target in FY20.

Boise State University's Unrestricted Net Position report reflects the impact of Covid-19 on the University. Reserves totaling \$25.5 million are expected to be consumed due to lost net revenues and additional expenses. Without this impact, the University would have met the Board's 5% reserve requirement.

University of Idaho has reported a negative \$30.0 million for its "Unrestricted – Available" net position, which results in a negative ratio of 7.2% unrestricted available net position to FY20 operating expenses. The University ended FY20 with a positive change in aggregate net position of \$901,123 and an increase in unrestricted net position of \$4.1 million due to focused reductions in expenditures. Further permanent base budget reductions have been implemented in FY21 with the expectation of continued improvements in net position.

Representatives from the institutions are ready to provide a brief analysis of their financial net position balances and year-to-year trends.

BOARD ACTION

This item is for informational purposes only.

BOISE STATE UNIVERSITY**Net Position Balances**

As of June 30, 2020

Net Position:		6/30/2020
1	Invested in capital assets, net of related debt	320,456,834
2	Restricted, expendable	28,351,400
3	Restricted, nonexpendable	-
4	Unrestricted	147,163,945
5	Total Net Position	495,972,179
Unrestricted Net Position:		147,163,945
Obligated (Note A)		
6	Debt Reserves	21,455,457
Capital Projects		
7	Facilities	6,571,215
8	Equipment	1,502,426
Program Commitments		
9	Academic	1,104,492
10	Research	1,113,609
11	Other (Auxilliary and Student Affairs)	2,533,629
12	Administrative Initiatives	3,718,704
13	Total Obligated	37,999,532
Designated (Note B)		
Capital Projects		
14	Facilities	44,092,188
15	FFE	5,654,191
Program Commitments		
16	Academic	14,920,796
17	Research	9,301,539
18	Other (includes Auxilliary)	4,391,019
19	Administrative Initiatives	2,812,500
20	Net Covid Impact	25,466,205
21	Total Designated	106,638,438
22	Unrestricted Funds Available (Note C)	2,525,975
23	FY20 Operating Expenses	437,570,168
24	Ratio of Unrestricted Funds Available to operating expenses	0.58%
25	5% of operating expenses (minimum reserve target)	21,878,508
26	Two months of operating expenses	72,928,361
27	Ratio of Unrestricted Funds Available to two months of operating expenses	3.5%
28	Number of days expenses covered by Unrestricted Funds Available	2

Note A: **Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service and staffing commitments for outstanding debt and personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

Note B: **Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C: **Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Unfunded Enrollment Workload Adjustment (EWA)
Budget reductions or holdbacks
Enrollment fluctuations



IDAHO STATE UNIVERSITY

Net Position Balances

As of June 30, 2020

ATTACHMENT 2

Net Position:		FY20
1	Invested in capital assets, net of related debt	\$155,157,201
2	Restricted, expendable	\$15,910,848
3	Restricted, nonexpendable	
4	Unrestricted	\$85,922,852
5	Total Net Position	\$256,990,901
Unrestricted Net Position:		85,922,852
Obligated (Note A)		
6	Debt Reserves	6,688,414
	Capital Projects	
7	Facilities	12,583,168
8	Equipment	5,043,513
	Program Commitments	
9	Academic	11,348,087
10	Research	-
11	Other	
12	Administrative Initiatives	-
	Other	-
		-
13	Total Obligated	35,663,182
Designated (Note B)		
	Capital Projects	
14	Facilities	-
15	Equipment	
	Program Commitments	
16	Academic	17,085,560
17	Research	1,250,000
18	Other	3,775,000
19	Administrative Initiatives	-
20	Other	3,000,000
21	Planned Budget Shortfall	2,792,100
22	Total Designated	27,902,660
23	Unrestricted Available (Note C)	22,357,010
24	Operating expenses	253,036,172
25	Ratio of Unrestricted Funds Available to operating expenses	8.8%
26	5% of operating expenses (minimum available reserve target)	12,651,809
27	Two months operating expenses	42,172,695
28	Ratio of Unrestricted Funds Available to two months of operating expenses	53%
29	Number of days expenses covered by Unrestricted Funds Available	32

Note A: Obligated - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

Note B: Designated - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C: Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are: enrollment fluctuations, budget reductions or holdbacks.



University of Idaho

Net Position Balances

As of June 30, 2020

Information Taken from Audited Financial Statements, Footnotes and Associated Workpapers

1	Net Position:	
2	Invested in capital assets, net of related debt	\$ 258,246,064
3	Restricted, expendable	28,752,979
4	Unrestricted	(9,713,003)
5	Total Net Position	<u>\$ 277,286,040</u>
6	Unrestricted Net Position:	\$ (9,713,003)
7	Obligated (Note A)	
	- Debt Service Obligations	\$ 14,448,703
	- Capital Project and Equipment Fund Obligations	<u>5,870,496</u>
	Total Obligated Funds	<u>\$ 20,319,199</u>
9	Unrestricted Available (Note C)	<u>\$ (30,032,202)</u>
10	Operating expenses	\$415,809,563
11	Ratio of Unrestricted Funds Available to operating expenses	-7.2%
12	5% of operating expenses (minimum available reserve target)	\$20,790,478
13	Two months operating expenses	\$69,301,594
14	Ratio of Unrestricted Funds Available to two months of operating expenses	-43%
15	Number of days expenses covered by Unrestricted Funds Available	0

NOTES

Note A: Obligated - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

Note B: Designated - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C: Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Budget reductions or holdbacks
Enrollment fluctuations
Unfunded Enrollment Workload Adjustment (EWA)

Lewis-Clark State College

Net Position Balances

As of June 30, 2020

Information Taken from Workpapers Relating to Audited Financial Statements

1	Net Position:	LCSC
2	Invested in capital assets, net of related debt	\$57,679,886
3	Restricted, expendable	3,292,512
4	Restricted, nonexpendable	0
5	Unrestricted	19,747,565
6	Total Net Position	\$80,719,963
7		
8	Unrestricted Net Position:	\$19,747,565
9	Obligated (Note A)	
10	Debt Service	\$0
11	Program Commitments	648,049
12	Capital Projects	4,054,697
13	Total Obligated	\$4,702,746
14		
15	Designated (Note B)	
16	Capital Projects	
17	Facilities	\$0
18	Equipment	1,007,679
19	Program Commitments	
20	Academic	2,181,597
21	Other	5,969,593
22	Other	2,243,267
23	Total Designated	\$11,402,134
24		
25	Unrestricted Available (Note C)	\$3,642,685
26		
27	Operating expenses	\$52,727,372
28	Ratio of Unrestricted Funds Available to operating expenses	6.91%
29	Ratio of Designated and Unrestricted Funds Available to operating expenses	28.5%
30	Ratio of Obligated, Designated and Unrestricted Funds Available to operating expenses	37.5%
31	5% of operating expenses (minimum available reserve target)	\$2,636,369
32		
33	Two months operating expenses	\$8,787,895
34	Ratio of Unrestricted Funds Available to two months of operating expenses	41%
35	Number of days expenses covered by Unrestricted Funds Available	25

Note A: Obligated - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

Note B: Designated - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C: Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are: enrollment fluctuations, budget reductions, or holdbacks.

AUDIT
DECEMBER 17, 2020

BOISE STATE UNIVERSITY

SUBJECT

Operating agreement between the University and the Boise State University Foundation

REFERENCE

October 2008	Board approved operating agreement (MOU) between Boise State University and the Boise State University Foundation.
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December 2012	Board again approved operating agreement (MOU) between Boise State University and the Boise State University Foundation.
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APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 2: Educational Attainment, Objective C: Access

BACKGROUND/DISCUSSION

Board Policy V.E. requires that an institution enter into a written operating agreement with each of its affiliated foundations and use the operating agreement template approved by the Board. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement must address the topics outlined in Policy V.E. In June of 2019, the Board updated its operating agreement template for use by the institutions

In 2012, when the Board last approved the operating agreement (MOU) between Boise State University and the Boise State University Foundation, the Board indicated that when the agreement was next brought back to the Board, it should more closely conform with the policy and with the template provided by the Board. The University and the Boise State University Foundation have updated their Operating Agreement.

IMPACT

The Operating Agreement now conforms to Board Policy.

ATTACHMENTS

Attachment 1 – Proposed Operating Agreement Between Boise State University and Boise State University Foundation
Attachment 2 – Redline comparing the Proposed Operating Agreement

**AUDIT
DECEMBER 17, 2020**

to the Board Template
Attachment 3 – Redline comparing the Proposed Operating Agreement
to the 2012 MOU

STAFF COMMENTS AND RECOMMENDATIONS

Subsequent to the Board's approval of the operating agreement in 2012, the Audit Committee ("Committee"), general counsel for the institutions and Board staff have had multiple discussions regarding the use of the foundation agreement template, which Board committee should review these agreements, and adherence to key components of Board Policy V.E. related to a separate, independent foundation. These discussions and various iterations of operating agreements took time and resulted in some of the institutions' operating agreements exceeding the 3-year review timeline.

At its March 2020 meeting, the Committee discussed the institutions' use of the template operating agreement required by Board Policy V.E.2.b. Use of the template is required in order to ensure that institutions meet the requirements of Board Policy V.E. The Committee decided that when an institution does not use the template as the basis for its agreement with its foundation, that the institution must provide the Board with a detailed annotation of Board Policy V.E.2.b. which cross references the paragraph in the proposed operating agreement which fulfills each policy requirement and a certification from the institution that the agreement meets all requirements of Board Policy V.E.

Boise State University has provided a redline of the proposed agreement to the foundation operating agreement template. There are no substantive deviations from the Board's template.

BOARD ACTION

I move to approve the request by Boise State University to enter into the proposed Operating Agreement with the Boise State University Foundation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**OPERATING AGREEMENT
BETWEEN
BOISE STATE UNIVERSITY FOUNDATION, INC.
AND
BOISE STATE UNIVERSITY**

This Operating Agreement (“Operating Agreement”) between Boise State University Foundation, Inc. (“Foundation”) and Boise State University (“University”) is entered into as of this ____ day of _____, 2020.

WHEREAS, the Foundation was organized and incorporated in Idaho for the purpose of engaging in activities designed to support and benefit the University, including receiving contributions from individuals, businesses, government units and other institutions who wish to support the activities of the University.

WHEREAS, the Foundation exists to receive contributions and hold, protect, manage, and invest such funds for the benefit of the University and to provide a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation maintains and operates permanent endowment funds for the benefit of the University and distributes funds from time to time to provide support to the University, including distributions for educational scholarships for students attending the University, as well as specific capital, educational or other projects as may be identified by the University.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization, and the Foundation identifies and nurtures relationships with potential donors and other friends of the University, soliciting cash, securities, real and intellectual property, and other private resources for the support of the University, and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.

WHEREAS, the mission of the Foundation is to secure, manage and distribute private contributions and support the growth and development of the University.

WHEREAS, the University and Foundation desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds.

WHEREAS, the Parties hereby acknowledge that they will at all times conform to and abide by the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E. so long as the policies and procedures are consistent with the Foundation's tax-exempt status and applicable Internal Revenue Service laws and rules, and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and the University intend for this Operating Agreement to be the written operating agreement required by State Board Policy V.E.2.b.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

Foundation's Purposes

The Foundation is the primary affiliated foundation that receives contributions and holds, protects, manages, and invests such funds for the benefit of the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation, Bylaws, its tax-exempt status, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes, the Foundation shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the University to be in violation of applicable policies of the State Board; or (3) conflict with the role and mission of the University.

ARTICLE II

Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University. The Foundation, to the extent practicable, also shall provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The University shall provide all such documents to the State Board.

ARTICLE III
University Resources and Services

1. University Employees.

a. *University/Foundation Liaison:* The University's Vice President for University Advancement shall serve as the University's Liaison to the Foundation.

- i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.
- ii. The Vice President for University Advancement or designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the Foundation's Board of Directors regarding the University's coordination with the Foundation's fundraising efforts.

b. *Executive Director:* The Executive Director of the Foundation is an employee of the University loaned to the Foundation. All of the Executive Director's services shall be provided directly to the Foundation as follows:

- i. The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in paragraph (iii) below. The Executive Director shall be subject to the control and direction of the Foundation.
- ii. The Executive Director shall be entitled to the University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Executive Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.

iii. The Foundation and the University shall enter into a written agreement, in the form of Exhibit “A” hereto, establishing that the Executive Director is an employee of the University but subject to the direction and control of the Foundation (generally a “Loaned Employee Agreement”). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Executive Director, including the following:

1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.
2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall constitute grounds for a termination proceeding by the University or for non-renewal of any obligation of the University to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University.
3. The Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation Executive Chair or designee.

c. *Other Loaned Employees.* Other loaned employees providing services pursuant to this Operating Agreement shall also serve pursuant to a Loaned Employee Agreement which shall set forth their particular responsibilities and duties.

d. *Other University Employees Holding Key Foundation or Administrative or Policy Positions:* In the event the University and the Foundation determine it is appropriate for one or more additional University employees who function in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) to serve both the University and the Foundation, then, pursuant to State Board Policy V.E., this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any such the University employee.

e. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

2. Support Services. The University may provide administrative, financial, accounting, investment, and development services to the Foundation, as set forth in the Support Agreement attached hereto as Exhibit “B” (“Support Agreement”). All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Support Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. University Facilities and Equipment. The University shall provide the use of the University’s office space and equipment to the Foundation upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University’s office space and equipment shall be as set forth in the Support Agreement.

4. No Foundation Payments to University Employees. Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

ARTICLE IV

Management and Operation of Foundation

The management and control of the Foundation shall rest with its Board of Directors.

1. Gift Solicitation.

a. *Coordination with Vice President for University Advancement.* All Foundation gift solicitations shall be coordinated with the Vice President for University Advancement.

b. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the

University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

c. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University. Additionally, the University shall require its affiliated foundations and nonprofit organizations to direct revenue, including gifts and membership dues, to the Foundation for management.

2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

c. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Support Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted Gift Transfers.* The Foundation shall inform the University officials into whose program or department funds are transferred of any restrictions on the use of such funds and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted funds separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted funds.

b. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in the Board's sole discretion.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation shall designate certain of its directors, officers, and staff with signature authority for the Foundation in all financial transactions pursuant to its governing documents. The Foundation may supplement or change this designation; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee in a key administrative or policy making capacity, including but not limited to a University Vice President.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. Transfers of a *de minimis* amount not to exceed \$10,000 from the University to the Foundation provided such funds are for investment by the Foundation for

scholarship or other general the University support purposes. This exception shall not apply to payments by the University to the Foundation for obligations of the University to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

- d. The transfer is of funds raised by the University for scholarship or program support and the funds are deposited with the affiliated foundation for investment and distribution in accordance with the purpose for which the funds were raised.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

8. Insurance. The Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Bylaws. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University and the State Board. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit "D" and "E", respectively.

ARTICLE V

Foundation Relationships with the University

At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the University and the Foundation acknowledge that the Foundation

carries out functions for the benefit of the University. As such, the Parties shall share certain information as provided below.

1. Access to Records. Subject to recognized legal privileges and any third-party obligations of confidentiality and protection of proprietary information, each Party shall have the right to access the other Party's financial, audit, donor and related books and records as needed to properly conduct its operations.

2. Record Management.

a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.

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

c. Although the Foundation is a private entity and is not subject to the Idaho Public Records Law, the Foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

d. Each Party shall take all steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

3. Name and Marks. Consistent with its mission to help to advance the plans and objectives of the University, the University grants the Foundation the limited, non-exclusive right to use the name of the University for use in its support of the University in connection with the Foundation's organizational business and activities. Any use by the Foundation of the University's logotypes or other trademarks must be with prior approval of the University through the Office of Trademark Licensing and Enforcement.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Foundation's Executive Director by April 1 of each year.

6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. Supplemental Compensation of University Employees. Any supplemental compensation of University employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the University, and the University shall then pay compensation to the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.

8. Strategic Planning. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University. The Foundation shall include the University Vice President for University Advancement in the strategic and budget planning for the Foundation.

ARTICLE VI

Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit report will be provided on a timely basis to the University's President and the State Board, in accordance with the State Board's schedule for receipt of said annual audit. The Foundation's annual statements will be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Standards Board (GASB). Accordingly, the University is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will include in its audited financial statement, schedules reconciling the FASB Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including the auditor's independent opinion regarding such financial statements, and schedules shall be submitted to the University Office of Finance and Administration in sufficient time to incorporate the same into the University's statements. All such

reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

3. Separate Audit Rights. If either Party has questions or concerns regarding the expenditure or collection of donor funds by the other, they shall each designate an employee or other representative to discuss the matter. If the matter remains unresolved, then the following shall apply: The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records pertinent to the expenditure of donated funds.

4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the University, summarized by University department;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;
- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose

during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

ARTICLE VII

Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's Conflict of Interest Policy is attached as Exhibit "F", and its Personal Commitment of Foundation Board of Directors Responsibilities is set forth as Exhibit "G".

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

3. Contractual Obligation of the Parties. Neither Party shall enter into any contract that would impose a financial or contractual obligation on the other without first obtaining the prior written approval of the other. University approval of any such contract shall comply with policies of the State Board with respect to State Board approval of University contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without the University first obtaining approval of the State Board. In the event of a proposed purchase of real estate by the Foundation for the University, the University shall notify the State Board at the earliest possible date. Any such proposed purchase for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 74-206(1).

ARTICLE VIII

General Terms

1. Effective Date. This Operating Agreement shall be effective on the date set forth above.

2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days' prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party

specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days' written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days' written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described below (through reference to the Foundation Executive Chair and the State Board) to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

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

4. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and Articles of Incorporation, should the Foundation be dissolved or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation shall transfer to the State Board the balance of all property and assets of the Foundation, after the payment of all debts and obligations of the Foundation, and such property shall be vested in the State Board in trust for the continued support and benefit of the University.

5. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and

approval no less frequently than once every three (3) years or more frequently if otherwise requested by the State Board.

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

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

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

9. Notices. Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the University:

President
Boise State University
1910 University Drive
Boise, Idaho 83706

with a copy to:

Vice President for University Advancement
Boise State University
1173 University Drive
Boise, Idaho 83706

To the Foundation:

Foundation Board Executive Chair
Boise State University Foundation, Inc.
1173 University Drive
Boise, Idaho 83706

with a copy to:

Executive Director
Boise State University Foundation
1173 University Drive
Boise, Idaho 83706

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

11. Liability. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

12. Indemnification. To the extent allowed by law, the University and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.*

13. Assignment. This Operating Agreement is not assignable by either Party, in whole or in part.

14. Governing Law. This Operating Agreement shall be governed by the laws of the State of Idaho.

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

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

IN WITNESS WHEREOF, the University and the Foundation have executed this Operating Agreement on the above specified date.

BOISE STATE UNIVERSITY:

By:_____

Its: President

By:_____

Its: Vice President for University Advancement

**BOISE STATE
UNIVERSITY FOUNDATION, INC.:**

By:_____

Its: Executive Chair

By:_____

Its: Executive Director

Approved by the State Board of Education on the _____ day of _____, 2020.

EXHIBIT “A”

Loaned Employee Agreement

EXHIBIT “B”

Support Agreement

EXHIBIT “C”

Investment Policy

EXHIBIT “D”

Articles of Incorporation

EXHIBIT “E”

Bylaws

EXHIBIT “F”

Conflict of Interest Policy

EXHIBIT “G”

Personal Commitment of Foundation Board of Directors Responsibilities

OPERATING AGREEMENT
BETWEEN
BOISE STATE UNIVERSITY FOUNDATION, INC.
AND
BOISE STATE UNIVERSITY
INSTITUTION/AGENCY

This Operating Agreement ("Operating Agreement") between Boise State University Foundation, Inc. ("Foundation") and Boise State University ("University") ~~Institution/Agency ("Operating Agreement")~~ is entered into as of this _____ day of _____, 2020. ~~20____, by and between Institution, herein known as "Institution/Agency" and the Foundation, Inc., herein known as "Foundation".~~

WHEREAS, the Foundation was organized and incorporated in Idaho_____ for the purpose of engaging in activities designed to~~generating voluntary private~~ support and benefit the University, including receiving contributions from individuals, businesses, government units_____, _____, friends, corporations, foundations, and other institutions who wish to support~~others for the activities~~ benefit of the University~~Institution/Agency~~.

WHEREAS, the Foundation exists to receive contributions and hold, protect, ~~raise and manage,~~ and invest such funds for the benefit of the University~~private resources supporting the mission and to~~ priorities of the Institution/Agency, and provide ~~opportunities for _____ (e.g. students) and~~ a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation maintains and operates permanent endowment funds for~~is dedicated to assisting~~ the benefit~~Institution/Agency in the building~~ of the University and distributes funds from time to time ~~endowment to provide~~address, through financial support to the University, including distributions for educational scholarships for students attending; the University, as well as specific capital, educational or ~~long-term academic and other~~ projects as may be identified by ~~priorities of~~ the University~~Institution/Agency~~.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization, and the Foundation identifies~~is responsible for identifying~~ and nurtures~~ing~~ relationships with potential donors and other friends of the University~~Institution/Agency~~, soliciting cash, securities, real and intellectual property, and other private resources for the support of the University~~Institution/Agency~~, and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.

WHEREAS, the mission of the Foundation is to secure, manage and distribute private contributions and support the growth and development of the University~~Institution/Agency~~.

WHEREAS, the University~~Institution/Agency~~ and Foundation desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds.

WHEREAS, the Parties hereby acknowledge that they will at all times conform to and abide by the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E. so long as the policies and procedures are consistent with the Foundation's tax-exempt status and applicable Internal Revenue Service laws and rules., and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and the University~~Institution/Agency~~ intend for this Operating Agreement to be the written operating agreement required by State Board Policy V.E.2.b.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I Foundation's Purposes

The Foundation is the primary affiliated foundation that receives contributions~~responsible for securing, managing~~ and holds, protects, manages, and invests such funds~~distributing private support~~ for the benefit of the University~~Institution/Agency~~. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation, ~~and~~ Bylaws, its tax-exempt status, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University~~Institution/Agency~~ from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University~~Institution/Agency~~; and (3) support and assist the University~~Institution/Agency~~ in fundraising and donor relations.

In carrying out its purposes, the Foundation shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the University~~Institution~~ to be in violation of applicable policies of the State Board; or (3) conflict with the role and mission of the University~~Institution/Agency~~.

ARTICLE II Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University~~Institution/Agency~~. The Foundation, to the extent practicable, also shall provide the University~~Institution/Agency~~ with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The University~~Institution/Agency~~ shall provide all such documents to the State Board.

ARTICLE III University ~~Institution/Agency~~ Resources and Services

1. University~~Institution/Agency~~ Employees.

a. University~~Institution/Agency~~/Foundation Liaison: The University's~~Institution/Agency's~~ Vice President for University~~Institution/Agency~~ Advancement shall serve as the University's~~Institution/Agency's~~ Liaison to the Foundation.

- i. The University's~~Institution/Agency's~~ Vice President for University~~Institution/Agency~~ Advancement shall be responsible for coordinating the University's~~Institution/Agency's~~ and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University~~Institution/Agency~~ to the Foundation.
- ii. The Vice President for University~~Institution/Agency~~ Advancement or designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University~~Institution/Agency~~ to the Foundation's Board of Directors regarding the University's~~Institution/Agency's~~ coordination with the Foundation's fundraising efforts.

b. ~~Executive~~Managing Director: The ~~Executive~~Managing Director of the Foundation is an employee of the ~~University~~Institution/Agency loaned to the Foundation. All of the ~~Executive Director's~~Managing Director's services shall be provided directly to the Foundation as follows:

- i. The ~~Executive~~Managing Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the ~~Executive~~Managing Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in paragraph (iii) below. The ~~Executive~~Managing Director shall be subject to the control and direction of the Foundation.
- ii. The ~~Executive~~Managing Director shall be entitled to the ~~University~~Institution/Agency benefits to the same extent and on the same terms as other full-time ~~University~~Institution/Agency employees of the same classification as the ~~Executive~~Managing Director. The Foundation shall reimburse the ~~University~~Institution/Agency for all costs incurred by the ~~University~~Institution/Agency in connection with the ~~University's~~Institution/Agency's employment of the ~~Executive~~Managing Director including such expenses as salary, payroll taxes, and benefits.
- iii. The Foundation and the ~~University~~Institution/Agency shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the ~~Executive~~Managing Director is an employee of the ~~University~~Institution/Agency but subject to the direction and control of the Foundation (generally a "~~\"~~Loaned Employee Agreement~~\"~~). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the ~~University~~Institution/Agency with respect to the ~~Executive~~Managing Director, including the following:
 1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.
 2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall constitute grounds for a termination proceeding by the ~~University~~Institution/Agency or for non-renewal of any

obligation of the University~~Institution/Agency~~ to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University~~Institution/Agency~~.

3. The Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation Executive Chair~~president~~ or designee.

c. *Other Loaned Employees.* Other loaned employees providing services pursuant to this Operating Agreement shall also serve pursuant to a Loaned Employee Agreement which shall set forth their particular responsibilities and duties.

d. *Other University~~Institution/Agency~~ Employees Holding Key Foundation or Administrative or Policy Positions:* In the event the University~~Institution/Agency~~ and the Foundation determine it is appropriate for one or more additional University~~Institution/Agency~~ employees who function in a key administrative or policy making capacity for the University~~Institution/Agency~~ (including, but not limited to, any University~~Institution/Agency~~ Vice-President or equivalent position) to serve both the University~~Institution/Agency~~ and the Foundation, then, pursuant to State Board Policy V.E., this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any such the University~~Institution/Agency~~ employee.

e. *Limited Authority of University~~Institution/Agency~~ Employees.* Notwithstanding the foregoing provisions, no University~~Institution/Agency~~ employee who functions in a key administrative or policy making capacity for the University~~Institution/Agency~~ (including, but not limited to, any University~~Institution/Agency~~ Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

2. Support Services. The University ~~may~~~~Institution/Agency—shall~~ provide administrative, financial, accounting, investment, and development services to the Foundation, as set forth in the Support~~Service~~ Agreement attached hereto as Exhibit “B” (“Support” (“~~Service~~ Agreement”).”). All University~~Institution/Agency~~ employees who provide support services to the Foundation shall remain University~~Institution/Agency~~ employees under the direction and control of the University~~Institution/Agency~~, unless agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University~~Institution/Agency~~ the portion of the overhead costs

associated with the services provided to the Foundation pursuant to the Support~~Service~~ Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. University~~Institution/Agency~~ Facilities and Equipment. The University~~Institution/Agency~~ shall provide the use of the University's~~Institution/Agency's~~ office space and equipment to the Foundation upon the terms agreed to by the University~~Institution/Agency~~ and the Foundation. The terms of use (including amount of rent) of the University's~~Institution/Agency's~~ office space and equipment shall be as set forth in the Support~~Service~~ Agreement.

4. No Foundation Payments to University~~Institution/Agency~~ Employees. Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to a University~~an Institution/Agency~~ employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

ARTICLE IV Management and Operation of Foundation

The management and control of the Foundation shall rest with its Board of Directors.

1. Gift Solicitation.

a. Coordination ~~with Authority of~~ Vice President for University~~Institution/Agency~~ Advancement. All Foundation gift solicitations shall be coordinated ~~with subject to the direction and control of~~ the Vice President for University~~Institution/Agency~~ Advancement.

~~a.~~ b. Form of Solicitation. Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University~~Institution/Agency~~; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

~~b.~~ c. Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University. Additionally, the University shall require its affiliated foundations and nonprofit organizations to direct revenue, including gifts and membership dues, to the Foundation for management. ~~Institution/Agency.~~

2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the UniversityInstitution/Agency, the Foundation shall obtain the prior written approval of the UniversityInstitution/Agency. Similarly, the Foundation shall also obtain the prior written approval of the UniversityInstitution/Agency of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the UniversityInstitution/Agency.

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the UniversityInstitution/Agency shall be approved by the State Board before acceptance by the UniversityInstitution/Agency and the Foundation. In cases where the real property is intended to be used by the UniversityInstitution/Agency in connection with carrying out its proper functions, the real property may be conveyed directly to the UniversityInstitution/Agency, in which case the UniversityInstitution/Agency and not the Foundation shall be responsible for the due diligence obligations for such property.

c. *Processing of Accepted Gifts.* All gifts received by the UniversityInstitution/Agency or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the SupportService Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the UniversityInstitution/Agency on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted Gift Transfers.* The Foundation shall inform the UniversityInstitution/Agency officials into whose program or department funds are transferred of any restrictions on the use of such funds and provide such officials with access to any relevant documentation concerning such restrictions. Such UniversityInstitution/Agency officials shall account for such restricted funds separate from other program and department funds in accordance with applicable UniversityInstitution/Agency policies and shall notify the Foundation on a timely basis regarding the uses of such restricted funds.

b. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. If the Foundation elects to use unrestricted gifts to make grants to the UniversityInstitution/Agency, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in the Board's sole discretion.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation shall designate certain of its directors, officers, and staff~~designates the Foundation Treasurer as the individual~~ with signature authority for the Foundation in all financial transactions pursuant to its governing documents. The Foundation may supplement or change this designation ~~with written notice to the Institution/Agency~~; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee in a key administrative or policy making capacity, including but not limited to a University Vice President~~an Institution/Agency employee.~~

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University~~Institution/Agency~~ Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University~~Institution/Agency~~ shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University~~Institution/Agency~~. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University~~Institution/Agency~~ Assets to the Foundation. No University~~Institution/Agency~~ funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the University~~Institution/Agency~~ that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's~~Institution/Agency's~~ transfer of such funds to the Foundation.
- b. The University~~Institution/Agency~~ has gift funds that were originally transferred to the University~~Institution/Agency~~ from the Foundation and the University~~Institution/Agency~~ wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. Transfers of a *de minimis* amount not to exceed \$10,000 from the University~~Institution~~ to the Foundation provided such funds are for investment by the Foundation for scholarship or other general the University~~Institution/Agency~~ support purposes. This exception shall not apply to payments by the University~~Institution~~ to the Foundation for obligations of the University~~Institution~~

to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

- d. The transfer is of funds raised by the University~~Institution~~ for scholarship or program support and the funds are deposited with the affiliated foundation for investment and distribution in accordance with the purpose for which the funds were raised.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University~~Institution/Agency~~ such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

8. Insurance. The Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University~~Institution/Agency~~ any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Bylaws. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University~~Institution/Agency~~ and the State Board. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit "D" and "E", respectively.

ARTICLE V

Foundation Relationships with the University~~Institution/Agency~~

At all times and for all purposes of this Operating Agreement, the University~~Institution~~ and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the University~~Institution~~ and the Foundation acknowledge that the Foundation~~Association~~ carries out functions for the benefit of the University~~Institution~~. As such,

the Parties shall share certain information as provided below.

1. Access to Records. Subject to recognized legal privileges and any third-party obligations of confidentiality and protection of proprietary information, each Party shall have the right to access the other Party's financial, audit, donor and related books and records as needed to properly conduct its operations.

2. Record Management.

a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the UniversityInstitution/Agency shall be limited to the University'sInstitution/Agency's President and any designee of the University'sInstitution/Agency's President.

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

c. Although the Foundation is a private entity and is not subject to the Idaho Public Records Law, the Foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

d. Each Party shall take all steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

3. Name and Marks. —Consistent with its mission to help to advance the plans and objectives of the UniversityInstitution, the UniversityInstitution grants the FoundationAssociation the limited, non-exclusive right to use of the name of the UniversityInstitution, for use in its support of the UniversityInstitution. ~~The Association shall operate under the Institution's logotype in connection with the Foundation's support of its~~ organizational business and activities. Any use by the FoundationAssociation of the University'sInstitution's logotypes or other trademarks must be with prior approval of the UniversityInstitution through the Office of Trademark Licensing and Enforcement.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University~~Institution/Agency~~ with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board will vote to accept such operating budget. Any of the University's~~Institution/Agency's~~ funding requests to the Foundation shall be communicated in writing to the Foundation's Executive Director~~Foundation's Treasurer and Assistant Treasurer~~ by April 1 of each year.

6. Attendance of University's~~Institution/Agency's~~ President at Foundation's Board of Director Meetings. The University's~~Institution/Agency's~~ President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. Supplemental Compensation of University~~Institution/Agency~~ Employees. Any supplemental compensation of University~~Institution/Agency~~ employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the University~~Institution/Agency~~, and the University~~Institution/Agency~~ shall then pay compensation to the employee in accordance with the University's~~Institution/Agency's~~ normal practice. No University~~Institution/Agency~~ employee shall receive any payments or other benefits directly from the Foundation.

8. Strategic Planning. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University. The Foundation shall include the University Vice President for University Advancement in the strategic and budget planning for the Foundation.

ARTICLE VI Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the University~~Institution/Agency~~ shall have the same fiscal year.

2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit report will be provided on a timely basis to the University's~~Institution/Agency's~~ President and the State Board, in accordance with the State Board's schedule for receipt of said annual audit. The Foundation's annual statements will be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University~~Institution/Agency~~ as defined by the Government Accounting Standards Board (GASB). Accordingly, the University~~Institution/Agency~~ is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will include in its audited financial statement, schedules reconciling the

FASB Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including the auditor's independent opinion regarding such financial statements, and schedules shall be submitted to the UniversityInstitution/Agency Office of Finance and Administration in sufficient time to incorporate the same into the University'sInstitution/Agency's statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

3. Separate Audit Rights. If either Party has questions or concerns regarding the expenditure or collection of donor funds by the other, they shall each designate an employee or other representative to discuss the matter. If the matter remains unresolved, then the following shall apply: The UniversityThe Institution/Agency agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University'sInstitution/Agency's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the UniversityInstitution/Agency and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records pertinent to the expenditure of donated funds.

4. Annual Reports to UniversityInstitution/Agency President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the UniversityInstitution/Agency President setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the UniversityInstitution/Agency, summarized by UniversityInstitution/Agency department;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of UniversityInstitution/Agency employees for whom the Foundation made payments to the UniversityInstitution/Agency for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;

- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University~~Institution/Agency~~; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

ARTICLE VII

Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's Conflict of Interest Policy is attached as Exhibit "F", and its Personal Commitment~~Code~~ of Foundation Board of Directors Responsibilities~~Ethical Conduct~~ is set forth as Exhibit "G".

2. Dual Representation. Under no circumstances may a University~~an Institution/Agency~~ employee represent both the University~~Institution/Agency~~ and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related Party in a transaction between the University~~Institution/Agency~~ and the Foundation. This shall not prohibit University~~Institution/Agency~~ employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of the Parties. ~~Neither Party~~Institution/Agency. ~~The Foundation~~ shall ~~not~~ enter into any contract that would impose a financial or contractual obligation on the other~~Institution/Agency~~ without first obtaining the prior written approval of the other~~University~~Institution/Agency. ~~Institution/Agency~~ approval of any such contract shall comply with policies of the State Board with respect to State Board approval of University~~Institution/Agency~~ contracts.

4. Acquisition or Development ~~of~~ Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's~~Institution/Agency's~~ use without the University first obtaining approval of the State Board. In the event of a proposed purchase of real estate by the Foundation for the University~~Institution/Agency~~, the University~~Institution/Agency~~ shall notify the State Board at the earliest possible date. Any such proposed purchase for the University's~~Institution/Agency's~~ use shall be a coordinated effort of the University~~Institution/Agency~~ and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to ~~the open meeting law, set forth in~~ Idaho Code Section, Title 74-206(1), ~~Chapter 2.~~

ARTICLE VIII General Terms

1. Effective Date. This Operating Agreement shall be effective on the date set forth above.

2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days' prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the UniversityInstitution/Agency choose to terminate this Operating Agreement by providing 90 days' written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the UniversityInstitution/Agency to pay, within 180 days of written notice, all debt incurred by the Foundation on the University'sInstitution/Agency's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days' written notice or in the event of a default by the UniversityInstitution/Agency that is not cured within the time frame set forth above, the UniversityInstitution/Agency may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described below (through reference to the Foundation Executive Chair and the State Board) to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

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

4. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and Articles of Incorporation, should the Foundation ~~be dissolved~~~~cease to exist~~ or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation shall transfer to the State Board ~~(or Institution, as applicable)~~ the balance of all property and assets of the Foundation ~~from any source~~, after the payment of all debts and obligations of the Foundation, and such property shall be vested in the State Board in trust for the ~~continued support~~~~use~~ and benefit of the ~~University.~~~~Institution/Agency.~~

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

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

7. Providing Document to and Obtaining Approval from the ~~University.~~~~Institution/Agency.~~ Unless otherwise indicated herein, any time documents are to be provided to the ~~University.~~~~Institution/Agency~~ or any time the ~~University's~~~~Institution/Agency's~~ approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the ~~University's~~~~Institution/Agency's~~ President or an individual to whom such authority has been properly delegated by the ~~University's~~~~Institution/Agency's~~ President.

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

9. Notices. Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the ~~University.~~~~Institution/Agency:~~

President
~~Boise~~ ~~—Institution/Agency~~
~~—Street Address~~
~~—City, State~~ ~~University~~ ~~and Zip~~
~~1910 University Drive~~

Boise, Idaho 83706

with a copy to:

Vice President for University Advancement
Boise State University
1173 University Drive
Boise, Idaho 83706

To the Foundation:

~~— Managing Director~~
Foundation Board Executive Chair, Inc.
Boise ~~— Street Address~~
~~— City, State~~ University Foundation, Inc. ~~and Zip~~
1173 University Drive
Boise, Idaho 83706

with a copy to:

Executive Director
Boise State University Foundation
1173 University Drive
Boise, Idaho 83706

10. No Joint Venture. At all times and for all purposes of this Operating Agreement ~~Memorandum of Understanding~~, the University ~~Institution/Agency~~ and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

11. Liability. The University ~~Institution/Agency~~ and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

12. Indemnification. To the extent allowed by law, the University ~~Institution/Agency~~ and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the

University's~~Institution/Agency's~~ liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.*

13. Assignment. This Operating Agreement is not assignable by either Party, in whole or in part.

14. Governing Law. This Operating Agreement shall be governed by the laws of the State of Idaho.

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

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

IN WITNESS WHEREOF, the University~~Institution/Agency~~ and the Foundation have executed this Operating Agreement on the above specified date.

BOISE STATE UNIVERSITY:

~~Institution/Agency~~

By: _____

Its: President

~~Institution/Agency Foundation, Inc.~~

By: _____

Its: Vice President for University

Advancement~~Chairman~~

BOISE STATE

UNIVERSITY FOUNDATION, INC.:

By: _____

Its: Executive Chair

By: _____

Its: Executive Director

Approved by the State Board of Education on the _____ day of _____, 2020.

EXHIBIT "A"

Loaned Employee Agreement

EXHIBIT "B"

Support ~~Service~~ Agreement

EXHIBIT "C"

Investment Policy

EXHIBIT "D"

Articles of Incorporation

EXHIBIT "E"

Bylaws

EXHIBIT "F"

Conflict of Interest Policy

EXHIBIT "G"

Personal Commitment of Foundation Board of Directors Responsibilities

~~Code of Ethical Conduct~~

Operating Agreement - 26

OPERATING ~~Memorandum of Understanding~~
Between
AGREEMENT
BETWEEN
BOISE STATE UNIVERSITY FOUNDATION, INC.
AND
BOISE STATE UNIVERSITY

This Operating Agreement ("Operating Agreement") between Boise State University
Foundation, Inc. ("Foundation")
and
Boise State University ("University")

~~THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of this _____~~
~~day of _____, 2020. _____, 2012, by and between Boise State University~~
~~("University") and Boise State University Foundation, Inc., an Idaho nonprofit~~
~~corporation ("Foundation").~~

WHEREAS, the **RECITALS**

~~The~~ Foundation was organized and incorporated in Idaho ~~1964~~ for the purpose of engaging in
activities designed to stimulating voluntary private support and benefit the University,
including receiving contributions from individuals, businesses, government units and other
institutions who wish to support the activities of the University.

A. ~~_____~~ WHEREAS, the Foundation exists to receive contributions ~~alumni,~~
~~parents, friends, corporations, foundations,~~ and hold, protect, manage, and
invest such funds ~~others~~ for the benefit of the University.

B. ~~The~~ and to provide a degree ~~Foundation exists independent from the~~
~~University to advance the educational opportunities and environment at~~
~~the University by raising and managing private resources supporting the~~
~~mission and priorities of the University, and by providing opportunities for~~
~~students and a margin~~ of institutional excellence unavailable with state funds.

C. ~~The Foundation accomplishes its work by funding~~ levels. ~~University priorities,~~
~~which includes, among other things, funding positions and programs which appeal to~~
~~long-term, trust-based relationships with prospective donors and friends of the~~
~~University.~~

WHEREAS, the Foundation maintains and operates permanent endowment funds for the benefit of the University and distributes funds from time to time to provide support to the University, including distributions for educational scholarships for students attending the University, as well as specific capital, educational or other projects as may be identified by the University.

~~D. — WHEREAS, as The Foundation is dedicated to assisting the University in the building of the endowment and in addressing, through financial support, the long-term academic and other priorities of the University.~~

~~E. As~~ stated in its articles of incorporation, the Foundation is a separately incorporated 501 (c)(~~1~~)-(3) organization, and the Foundation identifies~~is responsible for identifying~~ and nurtures~~ing~~ relationships with potential donors and other friends of the University,; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University,; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, in~~In~~ connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Operating Agreement, personnel experienced~~may require expertise~~ in planning for and managing private support.

~~F. WHEREAS, the mission of the Foundation is to secure, manage and distribute private contributions and support the growth and development of~~works with both the University,~~and outside consultants to assist and advise in such activities.~~

WHEREAS, This MOU is intended to further define the relationship between the University and ~~the~~ Foundation desire~~and~~ to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds.

~~G. —~~ WHEREAS, the Parties hereby acknowledge that they will at all times conform to and abide by the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E. so long as the policies and procedures are consistent with the Foundation's tax-exempt status and applicable Internal Revenue Service laws and rules, and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.~~that will contribute to the coordination of their collaborative activities.~~

~~H. — This MOU has been reviewed and approved by the State Board of Education.~~

AGREEMENT

WHEREAS, the Foundation and the University intend for this Operating Agreement to be the written operating agreement required by State Board Policy V.E.2.b.

NOW THEREFORE, in

~~In~~ consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the ~~P~~parties agree as follows:

~~I. Acknowledgment of University Governance~~

~~A. The parties acknowledge that the State Board of Education is responsible for the governance of the University to include overseeing the mission, leadership, and operations; setting priorities and long-term plans; is legally responsible for the performance and oversight; and is responsible for the employment, compensation, and evaluation of all employees, including the President. The University President is the Chief Executive Officer of the University and is authorized to act on behalf of the University by the State Board of Education.~~

~~B. The parties agree that all actions taken pursuant to this MOU shall be in accordance with all University and State Board of Education policies and procedures governing the University. It shall be the duty of the University to obtain and communicate to the Foundation any approval by the State Board of Education that is required by any provision of this MOU or any State Board of Education policy.~~

~~II. Acknowledgment of Foundation Governance~~

~~A. The parties acknowledge that the Foundation is a separately incorporated 501(c)(3) nonprofit organization created to raise, manage, distribute, and steward private resources to support the various missions of the University.~~

~~B. The parties acknowledge that the Foundation's board of directors is responsible for the operations, control and management of the Foundation including assets of the Foundation and the prudent management of gifts consistent with donor intent.~~

~~i.~~

ARTICLE I~~The~~
Foundation's Purposes

~~C. parties acknowledge that the Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.~~

~~The parties agree that all actions taken pursuant to this MOU shall be in accordance with the Foundation's articles and bylaws.~~

The Foundation is the primary affiliated foundation that receives contributions and holds, protects, manages, and invests such funds for the benefit of the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation, Bylaws, its tax-exempt status, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

~~D.~~ In carrying out its purposes, the Foundation shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including, ~~but not limited to~~ all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the University to be in violation of; applicable polices of the State Board; ~~of Education~~; or (3) conflict with the role and mission of the University.

ARTICLE II Foundation's Organizational Documents

~~All~~

~~E.~~ ~~The~~ Foundation shall provide copies ~~organizational documents, including but not limited to the articles~~ of its current Articles of Incorporation ~~incorporation~~ and Bylaws ~~bylaws, shall be provided~~ to the University. The Foundation, to ~~To~~ the extent practicable, also ~~the Foundation~~ shall provide the University with an advance copy ~~copies~~ of any proposed amendments ~~or changes to the~~ Foundation's Articles of Incorporation and Bylaws. The University shall provide all such documents.

~~III. The Foundation's General Relationship~~ to the State Board. University

ARTICLE III

~~The Foundation shall continue to develop its own strategic plan in collaboration with~~
University Resources and Services

2. University Employees.

a. University/Foundation Liaison: The University's Vice President for University Advancement shall ~~leadership. This plan will serve as to shape~~ the University's Liaison to ~~focus of~~ the Foundation, ~~board and inform~~

i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.

~~A.ii.~~ The Vice President for University Advancement or designee shall attend each meeting of the Foundation's Board of Directors and shall report ~~University and staff working for or~~ on behalf of the University to the Foundation's Board of Directors regarding the University's coordination with the Foundation's fundraising efforts. ~~Foundation of Foundation objectives.~~

~~B. Executive Director:~~ The Executive Director of the Foundation ~~shall work with University personnel to identify, cultivate, solicit and steward donor support of University priorities.~~

~~C. The Foundation may provide resources and distribute gifts to the University in support of its programs and mission.~~

~~D.3. The Foundation shall maintain its own directors and officers liability insurance.~~

~~E.a. No Foundation is an employee of~~ shall receive direct payments, compensation, or other benefits from the University loaned to the Foundation. All of the Executive Director's services shall be, provided directly to the Foundation, however, that Foundation employees may be subject to a form of employee loaning arrangement with the University as follows: set forth in Section IX below.

The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in paragraph (iii) below. The Executive Director shall be subject to the control and direction of the Foundation.

~~i. For informational purposes, the~~

~~F. The Executive Director shall be entitled to the University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Executive Director. The Foundation shall provide the University President with an annual report regarding the Foundation's programs, as well as the Foundation's audited financial statement and other such other reasonable information as requested.~~

~~1. Not less than annually, the Foundation shall provide a written report to the University President setting forth the following items:~~

- a) ~~the annual financial audit report;~~
- b) ~~an annual report of Foundation transfers made to the University, summarized by department;~~
- c) a. ~~an annual report of unrestricted funds received by the Foundation;~~
- d) b. ~~an annual report of unrestricted funds available for use during the current fiscal year;~~
- e) ~~reimburse a list of all of the Foundation's officers, directors, and employees;~~
- f) ~~a list of University employees to whom the Foundation made direct payments for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;~~
- g) ~~a list of all state and federal contracts and grants managed by the Foundation;~~
- h) ~~an annual report of the Foundation's major activities;~~
- i) ~~an annual report of each real estate purchase or material capital lease, real estate investment, or real estate financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and~~
- j) ~~an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation; provided, however, that the Foundation may withhold such information in its discretion to protect the attorney-client privilege concerning any such matters.~~

~~Notwithstanding the obligation to provide the information above, the Foundation shall not be obligated by this Agreement to disclose any confidential or proprietary information concerning any of its donors, including, without limitation, the identification of its donors or any information that is the subject of any confidentiality agreement with any donor, nor shall the Foundation be obligated to disclose any information that is protected or protectable by the attorney-client privilege.~~

~~G. The Foundation may make restricted donations to the University. Such donated funds will only be expended by the University pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. All expenditures noted in this section must comply with the I.R.S. 501 (c) (3) code and be consistent with the Foundation's sole mission to support the University.~~

~~H. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University and, if required by applicable law or policy, the State Board of Education.~~

~~IV. The University's General Relationship to the Foundation~~

~~A. The University President shall be responsible for communicating University priorities and long-term plans to the Foundation.~~

~~B. The University recognizes that the Foundation is a private, nonprofit corporation with the authority to keep all records and data confidential consistent with the law.~~

~~C. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University.~~

~~D. The University President shall work closely with the Foundation board and shall assume a prominent role in fund-raising activities. The President shall also attend Foundation board meetings by invitation, but shall not serve as a Foundation board member and shall not vote at such meetings.~~

~~E. The University shall establish and enforce policies that support the Foundation's ability to respect the privacy and preserve the confidentiality of donor records.~~

~~F. The Foundation board of directors shall have sole responsibility and authority for Foundation policy-making, financial oversight, spending authority, investment decisions, or supervision of Foundation employees.~~

~~1. No University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees, including~~

~~Loaned Employees; provided, however, a University employee may be permitted to make recommendations to the Foundation related to, among other things, the Foundation's policy making, strategic direction and fundraising activities.~~

~~G. No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education.~~

~~H. The University shall continue to require all of its affiliated foundations and nonprofit organizations to direct revenue, including gift and membership dues, to the Foundation for management. Each separate affiliated nonprofit organization or foundation has as its corporate or organizational purpose the enhancement and improvement of the University or its parts. As such, the parties acknowledge that it is proper and prudent for the Foundation to manage the funds of those affiliated foundations or nonprofit organizations.~~

~~I. The University and the Foundation acknowledge that the Foundation, as an independent entity, carries out functions for the benefit of the University. As such, the University shall share certain information with regard to donors, alumni and other such information needed by the Foundation to carry out its beneficial functions for the University. All such information shall be held by the Foundation as confidential and shall only be used in a manner that benefits the University.~~

~~J.a. The University will, on a regular basis and no less than once a year, transfer duplicate graduate (alumni) records to include all demographic and relationship data that might assist the Foundation in carrying out its mission. The University shall retain for its own purposes, student and graduate data to fulfill its service mission. Such transfer shall be accomplished via separate agreement between the parties.~~

~~V. Foundation~~ Name, Seal and Logotype

~~Consistent with its mission to help to advance the plans and objectives of the University, the University grants the Foundation the limited, non-exclusive use of the name, Boise State University, for use in advancement purposes; however, the Foundation shall operate under its own seal and logotype and shall not use the University seal, logo or other identifying marks in the promotion of its own organizational business and activities.~~

~~VI.b. Foundation Responsibilities~~

~~A. Fundall costs incurred-Raising~~

1. ~~The Foundation shall endeavor to create a relationship of trust, understanding and confidence conducive to increasing levels of private support for the mission and priorities of the University and shall accept gifts on behalf of the University.~~
2. ~~The Foundation, in consultation with the University President, shall plan and execute comprehensive fund-raising and donor acquisition programs in support of the University's mission. These activities and any related services shall be provided by the Foundation as an independent organization.~~
3. ~~The Foundation shall establish, adhere to, and periodically assess its gift and grant management and acceptance policies. It shall promptly acknowledge and issue receipts for all gifts and grants on behalf of the Foundation and the University and provide appropriate recognition and stewardship of such gifts and grants. No gifts, grants or transfers of real or personal property will be accepted by the Foundation which do not comply with state law, State Board of education policy, and University policy.~~
4. ~~The Foundation shall not accept gifts or grants containing a condition committing the University contractually without prior written approval of the University President or Vice President for Finance and Administration.~~
5. ~~The University shall coordinate fund-raising initiatives through the Foundation.~~
6. ~~The University leadership shall work in conjunction with the Foundation board to identify, cultivate, and solicit prospects for private gifts.~~
7. ~~The Foundation shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials and information of the Foundation pertaining to past, current or prospective donors, are proprietary to the Foundation and constitute its confidential information and trade secrets. The University shall not access Foundation information except in compliance with the Foundation's donor confidentiality policies. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.~~

8. ~~The Foundation's board of directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code and the Idaho Open Meeting Law and Access to public records statutes. Nothing in this MOU shall be construed as a waiver of the Foundation's right to assert exemption from these statutes.~~
9. ~~The Foundation shall maintain and enforce a conflict of interest policy.~~

~~B. Asset Management~~

1. ~~The Foundation shall establish asset allocation, disbursement, and spending policies in accordance with applicable federal and state laws including the Uniform Prudent Investor Act (UPIA) and the Uniform Prudent Management of Institutional Funds Act (UPMIFA).~~
2. ~~The Foundation shall receive, hold, manage, invest, and disperse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred gift instruments.~~
3. ~~The Foundation shall engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records.~~
4. ~~As part of the Foundation's fund management, all other University affiliated organizations shall utilize an accounting and database management system that is compatible with the Foundation. The Foundation shall have access to such information for purposes of fund and data management and the continued enhancement of the University.~~

~~C. Foundation Flexibility~~

1. ~~The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without the University first obtaining approval of the State Board of Education. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board of Education at the earliest possible date of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a~~

~~coordinated effort of the University and the Foundation. Any notification to the State Board of Education required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho law.~~

2. ~~The Foundation shall conduct reasonable due diligence on all gifts of real property that it receives, and the Foundation may rely on various reports, studies, and inquiries conducted by the University in connection with the Foundation's due diligence. All gifts of real property intended to be held and used by the University shall be approved by the State Board of Education before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.~~
3. ~~The Foundation may serve as an instrument for entrepreneurial activities for the University and engage in such activities to further University purposes. Provided, however, that the University must receive the required approval of the State Board of Education in advance of any such action or commitment.~~
4. ~~The Foundation may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt issued by their parties, or engage in other activities to increase Foundation revenue. The terms of any agreements related to these purposes shall clearly delineate the Foundation's independence from the University. Provided, however, that the University must receive approval of the State Board of Education in advance of any action or commitment by the University that requires such Board approval.~~

~~5.3. When distributing gift funds to the University, the Foundation will disclose any terms, conditions, or limitations imposed by donors or by law on the gift. The University will abide by such restrictions and provide appropriate documentation of such compliance to the Foundation.~~

~~D. Transfer of Funds~~

1. ~~The Foundation is the primary depository of private gifts and will transfer funds to the designated entity within the University in compliance with applicable laws, University policies, and gift agreements.~~
2. ~~Foundation funds shall be kept separate from University funds.~~

~~3. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board of Education except when:~~

~~a) a. A donor inadvertently directs a contribution to the University that is intended for the Foundation; or~~

~~b) The University has gift funds that were transferred from and originated in the Foundation and the University wishes to return a portion of funds to the Foundation for reinvestment consistent with the original intent of the gift; or~~

~~c) The University has raised dedicated scholarship funds through an University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship nature of the funds; or~~

~~d) ii. Transfers of a *de minimis* amount not to exceed \$10,000 from the University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general University's employment of the Executive Director including such University support purposes. This exception shall not be interpreted to allow the transfer of any appropriated funds nor apply to payments by the University to the Foundation for approved obligations of the University to the Foundation, operating expenses as salary, payroll taxes, and benefits. of the Foundation or other costs of the Foundation.~~

The Foundation and the University shall enter into a written agreement, in the form of Exhibit "A" hereto,

~~4. The Foundation's disbursements on behalf of the University shall be reasonable business expenses that support the University, are consistent with donor intent, and do not conflict with the law.~~

~~5. The Foundation retains the right to disburse funds to other not-for-profit 501(c) (3) organizations under agreements it might have with donors.~~

~~VII. Foundation Funding and Administration~~

~~A. The Foundation shall be responsible for establishing that a financial plan to underwrite the Executive Director is an employee cost of Foundation programs, operations, and services.~~

- ~~B. The Foundation shall have the right to use a reasonable percentage of the annual unrestricted funds, assess fees for services, or impose gift taxes, to support its operations.~~
- ~~C. The University but may provide to the Foundation office space, equipment, computer and telephone systems, utilities, and office supplies that may be necessary or required to fulfill its responsibilities and obligations pursuant to the terms of a written agreement described in Section IX below.~~
- ~~D. The Foundation shall maintain an annual operating budget and will provide a copy of the budget to the University President for informational purposes. Oversight of Foundation expenditures rests with the Foundation Audit Committee under review no less than once a quarter.~~
- ~~E. The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The University shall, at any time, have access to the financial records of the Foundation. The scope of this right of the University shall be construed as broadly as needed to conduct a complete audit of the Foundation as such an audit would be conducted under generally accepted accounting procedures if the University should so require. The University need not conduct an actual audit to be afforded such access and shall be given such access at any time.~~
- ~~1. The University's access shall not include any confidential or proprietary information concerning any of its donors, including, without limitation, the identification of its donors or any information that is the subject of any confidentiality agreement with any donor, nor shall the University's access include any information that is protected or protectable by the attorney-client privilege.~~
- ~~F. The Foundation shall maintain a provision in its corporate documents for dissolution consistent with the State Board of Education Policy and applicable law.~~

~~VIII. University Responsibilities~~

- ~~A. The University will work with the Foundation to ensure that the University and its affiliated organizations comply with all of the terms of MOU.~~
- ~~B. The University will develop and report fund-raising goals to the Foundation regarding the development activities of University employees.~~

~~C. The University may provide administrative and other support for development activities of the Foundation so long as such services are provided in accordance with Section IX below.~~

~~D. University leadership will participate as spokespersons for the University and in donor solicitation as appropriate in support of the Foundation. The University shall educate its spokespersons regarding the independence of the Foundation from the University and instruct its spokespersons to communicate the Foundation's independence from the University.~~

~~IX. Services, Facilities, and Resources Provided by the Foundation and the University to One Another~~

~~A. The Foundation and University agree that in consideration for services, office space, equipment, computer and telephone systems, utilities, and offices supplies provided to one another, each party shall provide the other with fair and reasonable consideration to be negotiated annually by June 1 of the preceding fiscal year pursuant to a written agreement that specifies the nature of such services, facilities, and resources and the compensation that will be paid for such services by each of the parties. The rate assessed for the use of either party's services, facilities, and resources shall be at fair market value.~~

~~1. It is the intent of the parties that the University provide as little such support as reasonably necessary to support the Foundation's operation pursuant to this Section IX. A. The parties agree that the long term goal is that the Foundation become self sufficient.~~

~~B.iii. The Foundation and the University shall enter into a written agreement establishing that certain identified employees of the University are~~ subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). ~~The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Executive Director~~such employees, including the following:

~~1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.~~

1.

2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable

law shall constitute grounds for~~result in~~ a termination proceeding by~~of the Loaned Employees' employment with~~ the University, or for non-renewal of any obligation of the Loaned Employee's contract with the University to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University,~~if any.~~

The

3. Loaned Employees shall be subject to the supervision, direction and control of the Foundation B~~b~~oard of D~~d~~irectors and shall report directly to the Foundation Executive Chair~~chair~~ or ~~her/his~~ designee.

4. ~~Other Loaned Employees.~~ Other loaned ~~shall be entitled to the fringe benefits of employment offered by the University. The Foundation shall be responsible for the cost of all compensation and benefit costs of the Loaned Employees working for the Foundation.~~

~~C. The Foundation agrees to provide a safe and proper working environment for the Loaned Employees. Since the Foundation has the right to control the employees providing services pursuant to this Operating Agreement shall also serve pursuant to a , the Foundation (in addition to other indemnifications herein granted) hereby agrees to defend and indemnify the University from and against all claims that arise within the course and scope of the employment of such Loaned Employees and to act as the employer for all purposes under respondeat superior. The Foundation shall ensure that its employees do not represent themselves as agents or employees of the University. All employees covered by the Loaned Employee Agreement shall, for all practical purposes, be Foundation employees and shall not be considered employees of the University.~~

~~X. Meetings and Continued Communications Regarding MOU~~

~~To ensure effective achievement of the items of this MOU, the University and Foundation officers and board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.~~

~~XI. Miscellaneous~~

~~A.b. Indemnification, which shall set forth~~ The University and the Foundation each agree to indemnify, defend and hold the other party, their particular

~~responsibilities and duties officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this MOU. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this MOU shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.~~

d. *Other University Employees Holding Key Foundation or Administrative or Policy Positions:* In the event the University and the Foundation determine it is appropriate for one or more additional University employees who function in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) to serve both the University and the Foundation, then, pursuant to State Board Policy V.E., this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any such the University employee.

e. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

4. *Support Services.* The University may provide administrative, financial, accounting, investment, and development services to the Foundation, as set forth in the Support Agreement attached hereto as Exhibit "B" ("Support Agreement"). All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Support Agreement. The portion of such costs shall be determined by the agreement of the Parties.

~~4.~~5. *University Facilities and Equipment.* The University shall provide the use of the University's office space and equipment to the Foundation upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space and equipment shall be as set forth in the Support Agreement.

6. *No Foundation Payments to University Employees.* Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

ARTICLE IV
Management and Operation of Foundation

The management and control of the Foundation shall rest with its Board of Directors.

1. Gift Solicitation.

a. Coordination with Vice President for University Advancement. All Foundation gift solicitations shall be coordinated with the Vice President for University Advancement.

b. Form of Solicitation. Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

c. Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University. Additionally, the University shall require its affiliated foundations and nonprofit organizations to direct revenue, including gifts and membership dues, to the Foundation for management.

2. Acceptance of Gifts.

c. Approval Required Before Acceptance of Certain Gifts. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.

d. Acceptance of Gifts of Real Property. The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

~~XII~~.e. Processing of Accepted Gifts. All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Support Agreement.

4. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted Gift Transfers.* The Foundation shall inform the University officials into whose program or department funds are transferred of any restrictions on the use of such funds and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted funds separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted funds.

~~K~~.b. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in the Board's sole discretion.

5. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation shall designate certain of its directors, officers, and staff with signature authority for the Foundation in all financial transactions pursuant to its governing documents. The Foundation may supplement or change this designation; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee in a key administrative or policy making capacity, including but not limited to a University Vice President.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

~~4~~.6. *University Report on Distributed Funds.* On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

7. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

a)a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such

indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.

- b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. Transfers of a *de minimis* amount not to exceed \$10,000 from the University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general the University support purposes. This exception shall not apply to payments by the University to the Foundation for obligations of the University to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
- d. The transfer is of funds raised by the University for scholarship or program support and the funds are deposited with the affiliated foundation for investment and distribution in accordance with the purpose for which the funds were raised.

8. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

9. Insurance. The Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

10. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

11. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Bylaws. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University and the State Board. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit "D" and "E", respectively.

ARTICLE V

Foundation Relationships with the University

At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the University and the Foundation acknowledge that the Foundation carries out functions for the benefit of the University. As such, the Parties shall share certain information as provided below.

1. Access to Records. Subject to recognized legal privileges and any third-party obligations of confidentiality and protection of proprietary information, each Party shall have the right to access the other Party's financial, audit, donor and related books and records as needed to properly conduct its operations.

2. Record Management.

a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.

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

c. Although the Foundation is a private entity and is not subject to the Idaho Public Records Law, the Foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

d. Each Party shall take all steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

3. Name and Marks. Consistent with its mission to help to advance the plans and objectives of the University, the University grants the Foundation the limited, non-exclusive right to use the name of the University for use in its support of the University in connection with the Foundation's organizational business and activities. Any use by the Foundation of the University's logotypes or other trademarks must be with prior approval of the University through the Office of Trademark Licensing and Enforcement.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Foundation's Executive Director by April 1 of each year.

6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. Supplemental Compensation of University Employees. Any supplemental compensation of University employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the University, and the University shall then pay compensation to the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.

8. Strategic Planning. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University. The Foundation shall include the University Vice President for University Advancement in the strategic and budget planning for the Foundation.

ARTICLE VI Audits and Reporting Requirements

2. Fiscal Year. The Foundation and the University shall have the same fiscal year.

~~B.3.~~ Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit report will be provided on a timely basis to the University's President and the State Board, in accordance with the State Board's schedule for receipt of said annual audit. The Foundation's annual statements will be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Standards Board (GASB). Accordingly, the University is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will include in its audited financial statement, schedules reconciling the FASB Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including the auditor's independent opinion regarding such financial statements, and schedules shall be submitted to the University Office of Finance and Administration in sufficient time to incorporate the same into the

University's statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

4. Separate Audit Rights. If either Party has questions or concerns regarding the expenditure or collection of donor funds by the other, they shall each designate an employee or other representative to discuss the matter. If the matter remains unresolved, then the following shall apply: The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records pertinent to the expenditure of donated funds.

5. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the University, summarized by University department;
- ~~a)c.~~ an annual report of unrestricted funds received by the Foundation;
- ~~b)d.~~ an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;
- ~~C. Term and Termination.~~
- ~~The term of this MOU~~
- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any

purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

ARTICLE VII Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's Conflict of Interest Policy is attached as Exhibit "F", and its Personal Commitment of Foundation Board of Directors Responsibilities is set forth as Exhibit "G".

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

3. Contractual Obligation of the Parties. Neither Party shall enter into any contract that would impose a financial or contractual obligation on the other without first obtaining the prior written approval of the other. University approval of any such contract shall comply with policies of the State Board with respect to State Board approval of University contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without the University first obtaining approval of the State Board. In the event of a proposed purchase of real estate by the Foundation for the University, the University shall notify the State Board at the earliest possible date. Any such proposed purchase for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 74-206(1).

ARTICLE VIII General Terms

1. Effective Date. This Operating Agreement shall be effective on the date set forth above.

~~4. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, parties.~~

~~2. As a prerequisite to any other termination of this MOU by either party, the parties agree to first follow and complete the mandatory process, in sequence, set forth in Section XI. C. (Dispute Resolution). If and only if all the mandatory steps in section XI. C. are followed in sequence, then, either Pparty may, upon 90 days' prior written notice to the other, terminate this Operating AgreementMOU, and either Pparty may terminate this~~

Operating Agreement ~~MOU~~ in the event the other Pparty defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Pparty specifying the nature of the default. Should the University choose to terminate this Operating Agreement ~~MOU~~ by providing 90 days' written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement ~~MOU~~ by providing 90 days' written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt ~~it~~the University holds on behalf of the Foundation in like manner. The Pparties agree that in the event this Operating Agreement ~~MOU~~ shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described below (through reference to the Foundation Executive Chair and the State Board) to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation. ~~If a new agreement is not reached in such time and Section XI. C. (Dispute Resolution) has been followed, the parties shall refer the matter to the State Board of Education for assistance in reaching a resolution.~~

~~3. Termination of this MOU shall not constitute or cause dissolution of the Foundation.~~

~~D. Dispute Resolution.~~ The Pparties agree that in the event of any dispute arising from this Operating Agreement ~~MOU~~, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Pparties. If the staff cannot resolve the dispute, then the dispute will be referred to the Executive Chair of the Board of the Foundation and the University President. If the Foundation Board Executive Chair and the University President cannot resolve the dispute, then the dispute will be referred to the Foundation Executive Chair and the State Board ~~of Education~~ for resolution. If they are unable to resolve the dispute, the Pparties shall submit the dispute to mediation by an impartial third Pparty or professional mediator mutually acceptable to the Parties. ~~parties.~~

~~E.3. Litigation. As a prerequisite to any litigation filed between the Foundation and the University on any matter whatsoever, the parties agree to first follow the process set forth in Section XI. C. (Dispute Resolution), unless the dispute concerns a written agreement between the parties that provides for an alternative means of dispute resolution, in which case the terms of such alternate means of dispute resolution contained in the separate agreement shall apply. If and only if all the above mandatory steps in section XI. C. are followed in sequence and the a dispute remains unresolved, then, in~~

such case, either Pparty shall have the right to initiate litigation ~~on issues~~ arising from this Operating Agreement. ~~MOU~~. In the event of litigation, the prevailing Pparty shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

~~F.4.~~ Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws~~Foundation's bylaws~~ and Articles~~its articles~~ of Incorporation, should the Foundation be dissolved~~cease to exist~~ or cease to be an Internal Revenue Code §501(c)(~~1~~)(3) organization, the Foundation shall transfer ~~its assets and property~~ to the State Board the balance of all property and assets of the Foundation, after the payment of all debts and obligations of the Foundation, and such property shall be vested in the State Board in trust~~Education to be held~~ for the continued support and benefit~~use~~ of the University, ~~to the University, to a reincorporated successor Foundation in accordance with the law and donor intent.~~

~~G.5.~~ Headings. ~~Headings are for reference only and do not affect the interpretation of this MOU.~~

~~H.~~ Governing Law. ~~This MOU shall be governed by the laws of the state of Idaho.~~

~~I.~~ Legal Representation. ~~The parties acknowledge that they have retained separate legal counsel to draft and review this MOU on behalf of each party.~~

~~J.6.~~ No Third Party Beneficiaries. ~~This MOU shall not be construed to create any rights, remedies, or benefits upon any third party.~~

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

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

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

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

10. Notices. Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the University:

President
Boise State University
1910 University Drive
Boise, Idaho 83706

with a copy to:

Vice President for University Advancement
Boise State University
1173 University Drive
Boise, Idaho 83706

~~Entities.~~

To the Foundation:

Foundation Board Executive Chair
Boise State University Foundation, Inc.
1173 University Drive
Boise, Idaho 83706

with a copy to:

Executive Director
Boise State University Foundation
1173 University Drive
Boise, Idaho 83706

11. No Joint Venture. At all times and for all purposes of this Operating Agreement ~~Memorandum of Understanding~~, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

~~K.12. Liability. party.~~ The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

~~L. Non-Assignability. This Agreement is not assignable by either party, in whole or in part.~~

13. Indemnification. To the extent allowed by law, the University and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

~~M.14. Assignment.~~ This Operating Agreement is not assignable by either Party, in whole or in part.

15. Governing Law. This Operating Agreement shall be governed by the laws of the State of Idaho.

~~N.16. Severability.~~ If any provision of this Operating Agreement, term, or part of this MOU, except for the provisions of this MOU requiring prior appropriation, is held to be invalid or, illegal, unenforceable to any extent, the remainder of this Operating Agreement is not, or in conflict with any law of the State of Idaho, the validity, legality, and enforceability of the remaining portions or provisions shall not be affected thereby and that, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision shall held to be enforced to the greatest extent permitted by law. ~~invalid.~~

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

_____~~Signature page follows.~~

IN WITNESS WHEREOF, the University and the Foundation~~parties~~ have ~~caused this MOU to be~~ executed this Operating Agreement on the~~by their duly authorized officers as of the date first~~ above specified date~~written~~.

<p>_____ UNIVERSITY:</p> <p>_____ By:</p> <p>_____ Its:</p> <p>_____ President,</p> <p>_____ By:</p> <p>_____ Its: Vice President for <u>Boise State</u> University <u>Advancement</u></p> <p>_____ BOISE STATE</p> <p>_____ UNIVERSITY Date: _____</p>	<p>_____ BOISE STATE FOUNDATION, <u>INC.</u>:</p> <p>_____ By:</p> <p>_____ Its: Executive</p> <p>_____ Chair,</p> <p>_____ By:</p> <p>_____ Its: Executive Director</p> <p>_____ <u>Approved by the</u>Boise State <u>Board of</u> <u>Education on the</u> _____ <u>day of</u> _____, 2020.</p>
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EXHIBIT "A"

Loaned Employee Agreement

EXHIBIT "B"

Support Agreement

EXHIBIT “C”

Investment Policy

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EXHIBIT “D”

Articles of Incorporation

EXHIBIT “E”

Bylaws

EXHIBIT “F”

Conflict of Interest Policy

EXHIBIT "G"

Personal Commitment of~~University~~
Foundation Board of Directors
Responsibilities,~~Inc.~~

Date: _____

Secretary,
~~Boise State University Foundation~~

Date: _____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020**

TAB	DESCRIPTION	ACTION
1	BAHR INITIATIVES AND INTENDED OUTCOMES 2020-2021	Information item
2	AMENDMENT TO BOARD POLICY II R. – SECOND READING	Motion to approve
3	BOISE STATE UNIVERSITY Capital Project Planning and Design Phases – Construction Management Facility	Motion to approve
4	BOISE STATE UNIVERSITY Oracle Financial ERP Cloud License Renewal	Motion to approve
5	UNIVERSITY OF IDAHO Issuance of 2021 General Revenue Refunding Bonds	Motion to approve
6	UNIVERSITY OF IDAHO Strategic Investment Fund for P3 Proceeds	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

SUBJECT

BAHR Initiatives and Intended Outcomes 2020-2021

BACKGROUND/DISCUSSION

The Business Affairs and Human Resources (BAHR) Committee established a list of strategic initiatives to guide its work for the 2020-2021 academic year and beyond. These strategic initiatives will help the Board understand the strategic priorities across committees and engender further discussion and coordination of effort.

ATTACHMENTS

Attachment 1 – BAHR Initiatives 2020-2021

STAFF COMMENTS AND RECOMMENDATIONS

In order to move from a more tactical approach to a more strategic one, on December 4, 2020, BAHR reviewed and set the initiatives delineated in Attachment 1. The initiatives will focus the committee's direction for both the short- and long-term and to provide context for the agenda items that will be presented to the Board. While the initiatives document is a living document and may be amended at any time, the desired outcomes will lay the groundwork for the strategic work being done within BAHR.

BOARD ACTION

This item is for informational purposes only.

BAHR Initiatives 2020-2021

1. Restructuring of Policy V.R

Summary: Policy V.R addresses tuition and fees and describes the process for annual establishment of the same. In recent years students and parents have expressed concern about the actual costs related to education and how those costs are billed. The Board desires to review and update this policy for more simplicity in the establishment and billing of tuition and fees.

Anticipated outcomes:

- Simplification of fee structures
- Flexibility and fungibility of funds to allow better institutional responsiveness.
- Transparency for students in understanding the costs of tuition and fees
- Coordinated knowledge of how tuition and fees are determined at the board level.

2. Review of Sources and Uses Reports

Summary: The Sources and Uses Report has been an annual outline of the manner in which institutions budget based on the appropriation established by the legislature, the establishment of tuition and fees and revenue projections for other sources of income such as grants, auxiliary enterprises, etc. The report is helpful insofar as the Board is able to review how institutions plan to allocate their resources, but it has no companion report on the actual expenditure of those resources at the end of the year. Creation of a budget-to-actual comparison would allow the board to understand the challenges faced by the colleges and universities and foster discussion around significant variances.

Anticipated outcomes:

- Enhanced communication between the institutions and the Board around anticipated challenges
- Synchronization of reporting on budgeted and actual expenditures.
- Transparency for the Legislature on the realities and opportunities faced at the institutions.

3. Coordination of BAHR and Audit Committee function

Summary: The Business Affairs and Human Resources Committee and the Audit Committee have distinct functions, but at times there is overlap. At other times one committee or the other is made aware of information that may be beneficial for the other committee to review. For example, BAHR may see the Sources and Uses report mentioned above, but the Audit Committee may see the actual expenditures on a financial statement at the end of the year and the format for each may be distinct. This coordination would evaluate how each committee functions and better address industry standard practices for each.

Anticipated outcomes:

- More effective communication between the BAHR and Audit Committees

- Review of policies and procedures to better support institutional needs
- Alignment with best practices in higher education.

4. Review of Institutional Business Models

Summary: Understanding the strategic initiatives of each institution and how enrollment trends, student interest and market needs affect financial projections for their business models would enable the Board to provide better informed guidance on strategy and long-term planning. This review would be for the BAHR Committee members to help the board consider institutional direction.

Anticipated outcomes:

- Context for engaging institutions around strategic planning
- Creation of a framework for tuition and fee funding
- Establishment of the board's role in institutional planning

5. Review of Board Policies in Sections II and V

Summary: As a matter of course, policies should be reviewed on a regular basis. This project would be to begin a regular process for review of policies under BAHR's oversight and update and amend policies which may be outdated or irrelevant. This would be a multi-year strategy to assure continuity of policy review.

Anticipated outcomes:

- Regular policy review structure
- Maintenance and review of policies in light of changes in culture, statute or regulatory environment

6. Financial Oversight of Cybersecurity Initiatives

Summary: In early 2020, the Idaho Legislature appropriated \$1,000,000 (\$950,000 after the 5% holdback) for a cybersecurity initiative to be undertaken by the eight higher education institutions. BAHR will review the Cybersecurity initiative at each meeting to assure that spending aligns with legislative intent and the attainment of project objectives.

Anticipated outcomes:

- Effective stewardship of the appropriation
- Guidance to assure successful outcomes of the project itself
- Oversight of compliance

7. Evaluation of COVID-19 impact

Summary: In order to best understand the needs of the institutions as they address COVID-19, BAHR will review the financial and structural impacts on each college and university.

Anticipated outcomes:

- Board awareness of the challenges facing the institutions
- Strategic discussion around future planning for higher education

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

SUBJECT

Amendment to Idaho State Board of Education Policy II.R. – Second Reading -
Optional Retirement Plan Consultant Funding

REFERENCE

June 2011	Idaho State Board of Education (Board) approved Supplemental Retirement 403(b) Plan document
August 2013	Board approved technical amendments to plan document
February 2014	Board approved amendments to the Supplemental Retirement Benefit Plan
April 27, 2020	Board approved allowance of plan-optional COVID-19 distribution and loan relief related to the CARES Act.
October 21, 2020	Board approved first reading of Policy II.R. to allow the Executive Director to authorize the hiring of consultants for legal and fiduciary plan reviews.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections II.K.2. and II.R.
Sections 33-107A and 107C, Idaho Code

BACKGROUND/DISCUSSION

Board Policy II.R states that Board-sponsored plans include the 401(a) Optional Retirement Plan (ORP), and the 403(b) and 457(b) voluntary deferred compensation plans (collectively referred to hereinafter as “Plan” or “Plans”). The Board has authority to manage and control the Plans’ operation and administration. The Board retains exclusive authority to amend the Plans and select trustees/custodians.

The Board’s Retirement Plan Committee (RPC) has been reviewing the Plans and how best to manage the costs of managing the Plans. Following the RPC’s recommendation, Board staff consulted with legal counsel to establish such a change. Legal counsel recommend a series of changes to the Plans and Board Policy in order to accomplish three major objectives: (1) amend the Plans to clarify that consultant fees/expenses may be paid from Plan assets; (2) authorize staff to move forward with an Invitation to Bid for a consultant, paid from the newly amended Plans, who will oversee a vendor search to assure that plan participants obtain maximize the return on their investments; and (3) allow Executive Director authorization to retain the services of financial, legal and other professionals recommended by the RPC. This agenda item specifically addresses the third objective.

IMPACT

Approval of the policy revision will support the ability of the RPC to review and make recommendations on financial and legal consultants who will assist in

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providing guidance in support of strong returns on investment and compliance with changing legislation regarding retirement plans. It will allow decisions to be made more nimbly as circumstances require.

ATTACHMENTS

Attachment 1 – Proposed Amendment to Policy II.R

STAFF COMMENTS AND RECOMMENDATIONS

The RPC has provided recommendations based on review by legal counsel, which will provide a more consistent means for continual evaluation of the Plans. Implementing these changes ensures that the RPC, in conjunction with Board staff, will have the resources necessary to make appropriate fiduciary recommendations, at little cost to participants in the Plans, and with the potential for significant reduction of costs and potential increased return on investments. Staff recommends approval.

There were no additional comments received and no amendments made to the policy between the first and second reading.

BOARD ACTION

I move to approve the second reading of Board policy II.R. to allow the Executive Director to authorize the hiring of consultants to accommodate the recommendation of the Retirement Plan Committee as set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: II. HUMAN RESOURCES
SUBSECTION: R. Retirement Plan Committee

April 2015December 2020

1. The Retirement Plan Committee is a special committee of the Board. The Committee provides stewardship of the retirement plans sponsored by the Board for the exclusive benefit of participants and their beneficiaries. The Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures.
2. The Committee shall consist of five or more members appointed by, and serving at the pleasure of, the Board. The chair of the Committee shall be appointed by the Board President and shall be a Board member. Other members of the Committee shall include two participants in the sponsored plans: one representative from a public four-year institution and one representative from a community or technical college. At least two members shall be private sector members who are knowledgeable about financial markets. All committee members should have investment, legal or benefits management expertise sufficient to evaluate the risks associated with the Committee's purpose. A quorum of any meeting of the Committee shall consist of a majority of the members. Committee members shall not be compensated for their service on the Committee. The Committee will meet as needed, but not less than semi-annually. The Committee is supported by the Board's Chief Fiscal Officer and by the Board's outside tax counsel.
3. Board-sponsored plans include the 401(a) Optional Retirement Plan (ORP), and the 403(b) and 457(b) voluntary deferred compensation plans (collectively referred to hereinafter as "Plan" or "Plans"). The Board ~~is the Plans' named fiduciary and~~ has authority to manage and control the Plans' operation and administration. The Board retains exclusive authority to amend the Plans and select ~~Trustees~~trustees/~~Custodians~~custodians.
 - a. The Committee shall report at least annually to the Board.
 - b. The Committee members shall sign a conflict of interest disclosure questionnaire.
 - c. The Board delegates execution of the following fiduciary responsibilities with respect to the Plans to the Committee:
 - i. Establishing, periodically reviewing, and maintaining a written investment policy, including investment allocation strategies.
 - ii. Overseeing administration of the Plans in accordance with the investment policy, including:
 - a) Selecting an appropriate number and type of investment asset classes and management styles for Plan participants, including default investment elections.
 - b) Establishing performance criteria and benchmarks for selected asset classes.
 - c) Researching, selecting, and withdrawing Plan investments as appropriate for specified asset classes or styles.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: II. HUMAN RESOURCES
SUBSECTION: R. Retirement Plan Committee

April 2015 December 2020

- d) Reviewing communication methods and materials to ensure that Plan participants receive adequate investment education and performance information.
 - e) Ensuring the Committee and the Plans comply with applicable laws, regulations, and the terms of the Plan pertaining to investments.
 - iii. Reviewing and monitoring investment performance, including the reasonableness of investment fees, against appropriate benchmarks and in accordance with the investment policy.
 - iv. Managing the Plans to ensure regulatory compliance pertaining to Plan investments, including required Plan amendments and document retention;
 - v. Monitoring the Plans' vendors and implementation of contractual service arrangements;
 - vi. Advising the Board on selection or termination of the Plans' trustee(s)/custodian(s);
 - vii. Monitoring for reasonableness and consistency with the Plans' terms any investment product fees and charges passed through to Plan participants; and
 - viii. Retaining ~~investment~~ consultants, subject to approval by the Board's executive director as noted in Section 5.
- 4. The ~~T~~trustee(s) and/or ~~C~~custodian(s) of the sponsored plans will be responsible for holding and investing the Plans' assets in accordance with the terms of the Trust/Custodial Agreement.
- 5. The Committee may recommend to the Board's executive director the engagement of outside consultants and/or other professionals. The services of consultants and other professionals may include, but are not limited to:
 - a. Providing formal reviews of the performance of the investment options. Such reviews shall be based on established criteria and shall include recommendations for changes where appropriate;
 - b. Advising the Committee of any recommended modifications to the investment structure of the Plans; and
 - c. Advising the Committee as to the appropriate performance benchmarks for the investment options.
 - d. Advising the Committee as to the effectiveness of vendors and assisting in periodic review and/or vendor searches.
 - e. Providing legal counsel to the Board regarding plan administration.
 - ~~e.f.~~ As determined by the Plans, payment for fees may be made from record keeping fees established within the Plans.

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BOISE STATE UNIVERSITY

SUBJECT

Capital Project Planning and Design Phases – Construction Management Facility

REFERENCE

August 2020

Idaho State Board of Education (Board) approved the
Boise State University – 6 Year Capital Plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Boise State University (BSU) requests Idaho State Board of Education approval for planning and design of a facility to house the Construction Management program's instructional activities, including the hands-on learning and lecture components as approved on BSU's six-year capital plan. BSU plans to use a design-build approach to this project as they are considering multiple in-kind donations from multiple partners in the construction industry. Wood materials and unique construction details are expected to be part of the design such that the building itself can be incorporated into the curriculum.

The current spaces assigned to Construction Management for field instruction include a 1,970 square foot high bay metal building that is used as a methods and materials laboratory, a 640 square foot single level building that is used for indoor instruction and a partially enclosed yard for storage and exterior construction methods instruction. These spaces are undersized, do not meet current codes, lack sufficient HVAC, and are in need of significant repairs.

The new facility is planned to include a high-bay construction methods lab with overhead crane, classroom spaces, faculty drop-in spaces, office space, meeting spaces, restrooms, informal student learning spaces, and a new enclosed exterior yard. Total cost is estimated between \$1.5M - \$3.5M, with the final cost dependent on size, complexity and available private support. With the exception of a small sum from BSU, the project is intended to be solely supported through donations and in-kind support. Project planning costs are expected to be between \$250,000 - \$350,000.

IMPACT

The Construction Management program provides an education that fosters a student's ability to successfully undertake a leadership role in the management of the construction process. According to the US Department of Labor Statistics, employment specifically for construction managers is projected to grow 8% from 2019 to 2029, much faster than the average for other occupations. Construction

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Management programs worldwide will have to increase capacity in order to meet the current and future deficit in qualified construction professionals.

Construction Management at Boise State has grown nearly 60% from 2014, from 224 students to over 350. The program is nationally recognized and is accredited by the American Council for Construction Education. The Department of Construction Management offers a Bachelor of Science, a minor in Construction Management, and a Certificate in Construction Management for industry professionals. Additionally:

- 30-40 graduates per year
- 95% of students complete internships prior to graduation
- 95% of graduates receive multiple job offers within 3 months of graduation

ATTACHMENTS

Attachment 1 – Project Budget

STAFF COMMENTS AND RECOMMENDATIONS

With the project costs anticipated to be funded entirely through private support, no bonds would be required. The growth in the Construction Management program and projections in the labor market indicate the strategic value of direction. The request is to allow Boise State to move to the planning and design stage, which will be followed by a request to proceed with construction. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to proceed with planning and design of a facility to house the Construction Management program at a cost not to exceed \$350,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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ATTACHMENT 1 – Project Budget

Project Number:	DPW TBD
Project Title:	Construction Management Facility
Date:	Dec-20

Category	Budget
Architectural Fees	\$ 275,000
Construction Costs	
Testing, Inspections and Misc.	\$ 40,500
Construction Contingency	
Subtotal	\$ 315,500

University Costs	\$ 19,500
Project Contingency	\$ 15,000

Total Planning Budget	\$ 350,000
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BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

BOISE STATE UNIVERSITY

SUBJECT

Oracle Financial ERP Cloud License Renewal

REFERENCE

December 2014

Executive Director approved request for License and Services Agreement with Oracle America, Inc.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.1.3.

BACKGROUND/DISCUSSION

In July of 2016, Boise State University (BSU) went live with the Oracle Financial ERP Cloud. BSU is requesting to extend our existing licensing for an additional 60 months at a very reduced cost. Since BSU was an early adopter of the system in 2016, it received very discounted pricing. The extension of licensing will lock the current pricing for an additional 60 months. The attached order document allows other state agencies to take advantage of BSU's favorable pricing. We have an interim arrangement with Oracle that allows our use of the ERP Cloud Products until the 60 month license is approved by the Board.

BSU has been able to realize the benefits of a modern software as a service (SAAS) Financial system for the last 5 years. These benefits include being on the current release and continuous improvement of the product. We have eliminated costly upgrades, reduced infrastructure costs, and repurposed staff (both functional and technical) to other needed areas. Using the ERP Cloud has allowed BSU to focus less on technology and more on automating and transforming business processes. It drives a more iterative approach deriving more value and less disruption.

IMPACT

Renewal of the license agreement will allow BSU to continue to utilize and sustain our fully functional modern financial system that is always on the current release and is being continuously improved. Renewal will also allow BSU to avoid licensing increases for 60 months.

ATTACHMENTS

Attachment 1 – Proposed Oracle Ordering Document

Attachment 2 – Proposed Oracle Contract – Amendment 3

STAFF COMMENTS AND RECOMMENDATIONS

The Board's direction to move forward with a common Enterprise Resource Planning (ERP) system and the timeframe for actualizing that decision have resulted in challenges in determining whether multi-year contracts such as the one

BUSINESS AFFAIRS AND HUMAN RESOURCES
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proposed here by Boise State University are in the strategic best interest of the system. Huron's initial timeline, delayed somewhat by COVID, anticipated a three-year process for the assessment and planning phase, with the length of implementation to be determined thereafter. This five-year extension allows Boise State to extend its ERP Cloud arrangement with Oracle until the timeline for an ERP convergence is developed at a reasonable price. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to approve the renewal of their cloud financial system with Oracle America, Inc. for \$1,825,752.52 over a term of 60 months as set forth in Attachments 1 and 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Boise State University	Contact	Fred Warr
Address	Bsu Central Receiving 1453 University Dr BOISE ID 83706	Phone Number	+1 (208) 426-1757
		Email Address	FredWarr@boisestate.edu

Renew Subscription Term: 4-Dec-2020 to 3-Dec-2025

Service Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	300	60 mo	44.49	800,819.78
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	90	60 mo	24.72	133,469.87
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	60 mo	0.05	2,966.00
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	60 mo	0.49	35,591.96
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	60 mo	19.77	106,775.88
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	60 mo	4.94	391,511.58
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	90	60 mo	24.72	133,469.86
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	60 mo	38.06	205,543.56
Subtotal					1,810,148.50

Renew Subscription Term: 4-Dec-2020 to 30-Apr-2021

ATTACHMENT 1

Service Period: 4.90 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	4.90 mo	1,060.80	5,201.34
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	4.90 mo	1,060.80	5,201.34
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	4.90 mo	1,060.80	5,201.34
Subtotal					15,604.03

Fee Description	Net Fee
Cloud Services Fees	1,825,752.52
Net Fees	1,825,752.52
Total Fees	1,825,752.52

A. Terms of Your Order**1. Applicable Agreement:**

a. This order incorporates by this reference the terms of the Public Sector Agreement for Cloud Services US-CSA-QT5341943 effective 16-FEB-2015, and all amendments and addenda thereto ("the Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 17-DEC-2020

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms**1. No Auto-Renewal**

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

2. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

3. Price Hold

a. During the Services Period, Boise State University may order additional quantities of the Cloud Services acquired under this order at the Unit Net Price specified above for expansion of the Cloud Services under this order. This price hold does not apply to Eloqua Marketing Platform Cloud Services, to any renewals or extensions of the Cloud Services ordered hereunder, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this order.

b. Price Hold for Additional Cloud Services

During the Services Period, You (and any Authorized Contract User) may order the Cloud Services specified below, at the appropriate fee specified below, provided that a) the Cloud Services are available in production release when ordered, b) a minimum purchase of \$100,000 annually is met, and c) any relevant purchase minimums (e.g., quantities or user count minimums) in effect for the Cloud Services at the time an order is placed pursuant to this section must be met.

Part #	Description	Metric	Minimum Quantity	Unit Net Price - Monthly
B91081	Oracle Fusion Risk Management	Hosted Named User	10	27.00
B73948	Oracle Fusion Webcenter Forms Recognition	Hosted 1000 Records	10	9.00
B81510	Oracle Fusion Financial Reporting Compliance	Hosted Named User	10	26.25
B91448	Oracle Digital Assistant for Fusion Enterprise Resource Planning Self Service Cloud Service	Hosted Named User	100	0.45
B87855	Oracle Fusion Accounting Hub	Hosted 1000 Records	100	1.50
B87365	HIPAA Advanced Security for SaaS in the Oracle Public Cloud	Each	1	1,250.00
B85243	Data Masking for Fusion Cloud	Each	1	312.50

ATTACHMENT 1

B91074	Oracle Enterprise Performance Management Enterprise Cloud Service	Hosted Named User	10	200.00
B91920	Enterprise Data Management (EDM) Cloud Service	Hosted 1000 Records	5	450.00
B91150	Oracle Analytics for Fusion ERP	Hosted Named User Per Month	20	67.50
B91079	Oracle Fusion Enterprise Resource Planning Cloud Service	Hosted Named User	10	67.98
B91080	Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service	Hosted Named User	100	2.18
B91082	Oracle Fusion Procurement Cloud Service	Hosted Named User	10	67.98
B91083	Oracle Fusion Procurement for Self Service Cloud Service	Hosted Named User	100	0.87
B84490	Additional Test Environment for Oracle Fusion Cloud Service	Each	-	1,060.80

4. Extended Shelving of On Premise Licenses

This order is a renewal of the following Cloud Services (the "Renewed Cloud Services") which were previously purchased under the order dated 02-Feb-2015 and identified by Oracle footer reference number 5341943-17 (the "Existing Cloud Order"), as defined in the table above. You certify and represent that You desupported, and have not used (and will continue to desupport and not use, as applicable), the non-Cloud Oracle on premise program licenses listed on the License Shelving Exhibit attached to this order (the "License Shelving Exhibit") that You previously acquired under separate contract(s) with Oracle (such program licenses being referred to as the "Shelved On Premise Licenses") pursuant to the terms of the Existing Cloud Order up to and until the commencement of the Extended Shelving Period (as defined below) (the period of time during which the Shelved On Premise Licenses were desupported and unused under the Existing Cloud Order being referred to as the "Previous Shelving Period"). In connection with the Renewed Cloud Services acquired under this order, You agree to continue to desupport, and not to use, the Shelved On Premise Licenses pursuant to the terms of this section (such desupport and non-use being referred to as "shelved" or "shelving") for the Extended Shelving Period as follows:

a) Extended Shelving Period. The period for which the Shelved On Premise Licenses are considered to be shelved is extended from the end of the Previous Shelving Period (with no interruption) through the earlier of the following to occur (the "Extended Shelving Period"): (1) the end of the Services Period for the Renewed Cloud Services specified in this order (the "Renewed Services Period"), (2) Your resumption of use of the Shelved On Premise Licenses, or (3) Your non-compliance as described in the "Non Compliance" section below. If the Extended Shelving Period ends under clause (1) of the prior sentence, then You may extend the Extended Shelving Period again, by entering into an order with Oracle pursuant to mutually agreed to terms and conditions which renew the Renewed Cloud Services and expressly extend the Extended Shelving Period for the Shelved On Premise Licenses listed on the License Shelving Exhibit. During the Extended Shelving Period, You must: (i) not use the Shelved On Premise Licenses for any purposes other than read-only access to historical archived data, (ii) not receive or use the benefit of any direct or indirect Oracle technical support in any manner, including but not limited to updates, patches, fixes, accessing historical archived data, phone support, or on-line support accessible through a web browser or other connectivity tool, for the Shelved On Premise Licenses, and (iii) continue to maintain Oracle technical support for Your remaining non-Cloud Oracle on premise program licenses (i.e., program licenses which have not been shelved under this order) contained in the same license set as the Shelved On Premise Licenses (the "Non-Shelved On Premise Licenses") in accordance with the terms of Your separate contract for those Oracle program licenses and the Oracle technical support policies located at <http://www.oracle.com/support/policies.html> ("Oracle Technical Support Policies").

b) Non Compliance. Upon the date You first fail to meet any of the requirements in this section, "Extended Shelving of On Premise Licenses", (1) the Extended Shelving Period shall end and the Shelved On Premise Licenses will immediately no longer be deemed shelved under these provisions, and (2) the repricing and matching service levels rules as well as the reinstatement and back support fees rules of the Oracle Technical Support Policies will, as applicable, apply to the Shelved On Premise Licenses and to any Non-Shelved On Premise Licenses.

c) Unshelving of Shelved On Premise Licenses. Except as provided in the "Non Compliance" section above, You may resume use of the Shelved On Premise Licenses in accordance with Your separate license agreement for such licenses, and technical support will be reinstated at the annual rate previously in effect, (1) at any time during the Renewed Services Period, provided that You provide Oracle with prior written notice of Your intention to resume use of the Shelved On Premise Licenses and You pay all technical support fees for the Shelved On Premise Licenses no later than 30 days from the resumption of use, or (2) at the end of the Renewed Services Period specified for the Renewed Cloud Services in this order; provided that, You resume payment for technical support of the Shelved On Premise Licenses no later than 30 days from the end of the Renewed Services Period. If You do not pay all technical support fees in accordance with the preceding sentence, then (i) You will be deemed in non-compliance with the terms of this section, "Extended Shelving of On Premise Licenses", and (ii) the terms of the "Non-Compliance" section above shall apply with reinstatement and back support fees for any remaining Shelved On Premise Licenses being calculated from the period commencing at the earlier of Your resumption of use of such licenses or the end of the Renewed Services Period. For clarity, this order for Renewed Cloud Services, and all rights and obligations hereunder (including payment obligations), shall remain in full force and effect for the duration of the Renewed Services Period notwithstanding any resumption of use by You of the Shelved On Premise Licenses prior to the end of the Renewed Services Period.

d) Additional On Premise Licenses. In the event that You require additional non-Cloud Oracle program licenses for one or more of the Shelved On Premise Licenses, You must first unshelve the required number of licenses, up to the total number shelved, in accordance with the "Unshelving of Shelved On Premise Licenses" section above. You may not purchase additional licenses for that program until all Shelved On Premise Licenses have been unshelved.

e) Certification. You are required to certify at the commencement of the Extended Shelving Period, and annually thereafter during the Extended Shelving Period, that the Shelved On Premise Licenses are and remain desupported and unused in accordance with the terms of this section, "Extended Shelving of On Premise Licenses".

5. Service Credit

The Oracle Cloud Hosting and Delivery Policies and related Cloud Services Pillar documents applicable to the Cloud Services ordered by You, defines a Target Service Availability Level or Target Uptime objective and describes how Oracle calculates such availability. Oracle works to meet a Target Service Availability Level of - 99.7% for the Cloud Services over the measurement period of one calendar month, commencing upon Oracle's activation of the production environment. Subject to the terms of the Service Availability Section and the applicable terms and definitions, You may receive a Service Credit in the event that the Service Availability Level or Service Uptime is below the defined target availability or uptime level in two (2) or more calendar months during any 6 month period ("Missed Service Level"). If You have more than one production instance within a Service, the Service Availability Level or Service Uptime will be calculated as an average across all such production instances for a monthly reporting period. You must submit a written request to Oracle (including reference to any applicable service request number) no later than thirty (30) days after the Missed Service Level occurs. Following receipt of Your request and confirmation of Your eligibility to receive a Service Credit (defined below), the Service Credit(s) will be paid starting

ATTACHMENT 1

with the second month in which Service Availability Level is missed during the applicable six month period (i.e., no credits apply to the first month missed). Oracle will credit to Your account an amount equal to 2% of monthly Applicable Cloud Services Fees (as defined in the following paragraph) for every 1/10th of a percentage point that the Service Availability Level is below the respective Target Service Availability Level or Target Uptime in the applicable monthly reporting period, up to a maximum credit of ten percent (10%) of the Applicable Cloud Services Fees paid for that month ("Service Credit"). You shall be eligible to receive only one Service Credit per monthly reporting period of the Missed Service Level.

For the purpose of calculating the Service Credit, "Applicable Cloud Services Fees" means the prorated Cloud Services fees that You paid to Oracle for the particular Cloud Service for the applicable monthly reporting period in which the Missed Service Level occurred. Applicable Cloud Services Fees do not include the fees for other Cloud Services or Professional Services ordered by You, or for other production Services that did not experience Service Availability or Service Uptime Levels below the respective target level. The Service Credit will be provided only towards any outstanding balance for Cloud Services owed to Oracle under this order, and the remittance of such Service Credit will represent Your exclusive remedy, and Oracle's sole liability, for the Missed Service Level.

Boise State University	Oracle America, Inc.
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Signature Date _____	Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Boise State University	Customer Name	Boise State University
Customer Address	Bsu Central Receiving 1453 University Dr BOISE ID 83706	Customer Address	Bsu Central Receiving 1453 University Dr BOISE ID 83706
Contact Name	Fred Warr	Contact Name	Fred Warr
Contact Phone	+1 (208) 426-1757	Contact Phone	+1 (208) 426-1757
Contact Email	FredWarr@boisestate.edu	Contact Email	FredWarr@boisestate.edu



Copy of License Shelving
Exhibit

With the execution of your SaaS subscription order 5341943-17, you are eligible to shelve following licenses, provided these licenses are under an active support contract with Oracle at the time you execute this option.

CSI Number	Instance Number	Product Description	License Metric	Quantity
14480470	41720822	Peoplesoft Enterprise Expenses	EMPLOYEE COUNT	137500000
15507325	40311180	Peoplesoft Enterprise Expenses	REPORTED BUDGET	12500000
14480470	38252864	Peoplesoft Enterprise Expenses	Nonstandard User	135000000
15507373	40311365	Peoplesoft Enterprise Purchasing	REPORTED BUDGET	54000000
14472426	38055223	Peoplesoft Enterprise Purchasing For Public Sector	Nonstandard User	1
15507373	40311370	Peoplesoft Enterprise Payables	REPORTED BUDGET	54000000
15507373	40311367	Peoplesoft Enterprise Receivables	REPORTED BUDGET	54000000
15507373	40311364	Peoplesoft Enterprise General Ledger	REPORTED BUDGET	54000000
15507373	40311363	Peoplesoft Enterprise Billing	REPORTED BUDGET	54000000
15507373	40311362	Peoplesoft Enterprise Asset Management	REPORTED BUDGET	54000000
14472426	38055239	Peoplesoft Enterprise Billing For Public Sector	Nonstandard User	1
14472426	38055230	Peoplesoft Enterprise Asset Management For Public Se	Nonstandard User	1
14472426	38055189	Peoplesoft Enterprise General Ledger For The Public	Nonstandard User	1
14472426	38055244	PeopleSoft Enterprise Accounts Payable For The Publi	Nonstandard User	1
14472426	38055235	PeopleSoft Enterprise Accts Receivable For The Publi	Nonstandard User	1
15507325	40311177	PeopleSoft Enterprise Contracts	Reported Budget	12500000
14480470	38252859	PeopleSoft Enterprise Contracts	Reported Budget	135000000
14480470	41720821	PeopleSoft Enterprise Contracts	Reported Budget	137500000
15507325	40311179	PeopleSoft Enterprise Grants	Reported Budget	12500000
14480470	38252861	PeopleSoft Enterprise Grants	Reported Budget	135,000,000
14480470	41720823	PeopleSoft Enterprise Grants	Reported Budget	137500000
15507373	40311369	PeopleSoft Enterprise Project Costing	Reported Budget	54000000
14472426	38055211	PeopleSoft Enterprise Project Costing For Public Sec	Nonstandard User	1



AMENDMENT THREE

Agreement Information

This Amendment Three amends Public Sector Agreement for Cloud Services US-CSA-QT5341943 effective 16-FEB-2015, and all amendments and addenda thereto ("the Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. Section 2. TERM OF AGREEMENT

Add the following as a new section 2.a:

"Authorized Contract Users" refers to the entities authorized by You as specified on the attached Exhibit A, Authorized Contract Users (the "**Authorized Contract Users**").

- a. Each Authorized Contract User may place its own order(s) under this Agreement by entering into an order signed by such ordering Authorized Contract User, acting on its own behalf, and Oracle.
- b. For each order placed by an Authorized Contract User under this Agreement, the Authorized Contract User agrees to be bound by the terms of this Agreement and such order; and "You" and "Your," as used in such order and this Agreement, shall be deemed to refer to Authorized Contract User.
- c. The parties may modify Exhibit A (Authorized Contract Users) from time to time by executing a written amendment to this Amendment in order to remove or add an entity to the Authorized Contract Users list in Exhibit A.
- d. Any changes to Exhibit A (Authorized Contract Users) will not modify the definition of "You" and "Your" in any existing order, unless and to the extent such order is amended or superseded in writing.

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this Amendment Three is _____. (to be completed by Oracle)

Boise State University		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

Exhibit A

Authorized Contract Users

University of Idaho

Idaho State University

College of Eastern Idaho

Lewis and Clark State College

North Idaho College

College of Southern Idaho

College of Western Idaho

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

UNIVERSITY OF IDAHO

SUBJECT

Authorization for issuance of 2021 general revenue refunding bonds

REFERENCE

February 18, 2010

Board of Regents approved Series 2011 Bonds

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F.
Section 33-3804, Idaho Code

BACKGROUND/DISCUSSION

In 2011, the University of Idaho (U of I) issued its Series 2011 Refunding Bonds in the par amount of \$60,765,000 to refinance its Series 2007A Bonds. The Series 2011 Bonds were issued as “variable rate” bonds with a final maturity of April 1, 2041, but with an interest rate set only for the first 10 years. The Series 2011 Bonds are subject to a mandatory tender for purchase after the initial 10 year period, which expires April 1, 2021; meaning U of I is required to purchase its Series 2011 Bonds on April 1, 2021, and if the funds are not available to do so, the Series 2011 Bonds will be remarketed at a floating weekly or yearly interest rate. The University elected the financing mechanism utilized in 2011 with the anticipation it would purchase its bonds with the proceeds of refunding bonds issued in 2021, avoiding the floating interest rate market to which the Series 2011 Bonds become subject.

Thus, U of I must either issue new bonds prior to April 1, 2021 to defease and redeem the outstanding Series 2011 Bonds, or remarket the Series 2011 Bonds as variable rate bonds subject to a weekly interest rate reset. Based on the fact that prevailing interest rates remain in the range of historic lows, U of I's municipal advisor, PFM financial Advisors LLC (“PFM”), has recommended issuing new bonds at fixed rates to provide funds to purchase, defease and redeem the Series 2011 Bonds.

Principal Amount

Total not to exceed \$49.8 million.

Maturities and Amortization Plan

To be determined the day of pricing, currently scheduled for January 25, 2020. The maturity structure will amortize the Series 2021A Bonds over the same time frame as the Series 2011 Bonds, with a final maturity of April 1, 2041.

Interest Rates

Interest rates for the bonds will be determined on the day of pricing.

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

Source of Security

The bonds are secured by a general revenue pledge of U of I, excluding general account appropriated funds, or restricted grants, contract revenues, gifts and scholarships on a parity with all other U of I bonds.

Manner of Sale

U of I plans to sell the Series 2021A Bonds through a negotiated sale with Wells Fargo Bank, National Association, acting as underwriter on a firm-commitment basis (i.e., purchases all of the bonds).

Ratings

U of I's current rating is A1 by Moody's Investors Service (see current rating report, Attachment 3).

Rating agency review on this issuance will be conducted in January, 2020, in anticipation of the 2021 issuance.

IMPACT

The proposed refunding is being driven for the most part by expiration of the 10 year interest rate, rather than specifically identified savings. As noted above, U of I planned at the outset to conduct a refunding upon expiration of the 10 year interest rate. The lower set interest rates on the refunding Series 2021A Bonds will be extended for the balance of the life of the bonds which will remove future interest rate risk and provide U of I with set expectations regarding debt service. The exact amount of any savings will be determined when the refunding Series 2021A Bonds are priced.

Because U of I is not issuing any new debt, U of I's debt service ratio is not expected to materially change as a result of this refunding and the Series 2021A Bonds.

ATTACHMENTS

Attachment 1 - Draft Preliminary Official Statement
Attachment 2 - Draft Supplemental Bond Resolution
Attachment 3 - Prior Rating Report
Attachment 4 - Debt Service Projection
Attachment 5 - Ten Year Debt Projection

STAFF COMMENTS AND RECOMMENDATIONS

As the University of Idaho has noted, the refunding is not necessarily about cost reduction, but about addressing the expiring fixed interest rate of the Series 2011 bonds. Approval of the Supplemental Resolution will create a lower fixed interest rate for the life of the bonds without increasing the institution's overall debt, nor the annual debt service of the University of Idaho. The University's bond rating

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

and outlook was assigned in February of 2020, prior to much of the substantive work being completed. Staff recommends approval.

BOARD ACTION

I move to approve the Supplemental Resolution for the Series 2021A Bonds the issuance of which is necessary for the proper operation of the institution and economically feasible, as set forth in Attachment 2, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho Authorizing the Issuance and Providing for the Sale of General Revenue Refunding Bonds, Series 2021A; Delegating Authority to Approve the Terms and Provisions of the Bonds and the Principal Amount of the Bonds up to \$49,800,000; Authorizing the Execution and Delivery of a Bond Purchase Agreement upon Sale of the Bonds; and Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the Bonds.

Roll call vote is required.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

New Issue—Book Entry Only

MOODY'S RATING: ____

See "RATINGS" herein

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the Series 2021A Bonds [(including any original discount properly allocable to the owner of a Series 2021A Bond)] is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2021A Bonds (the "Tax Code"); (ii) interest on the Series 2021A Bonds is not a specific preference item for purposes of the federal alternative minimum tax as defined in Section 55(b)(2) of the Tax Code; and (iii) interest on the Series 2021A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- Series 2021A Bonds."



\$ _____ *

**THE REGENTS OF THE UNIVERSITY OF IDAHO
GENERAL REVENUE REFUNDING BONDS, SERIES 2021A**

Dated: Date of Delivery**Due: April 1, as shown on the inside cover**

Article IX, Section 10 of the Constitution of the State of Idaho confirmed the Regents (the "Regents") as the governing body for the University of Idaho (the "University"). The Regents of the University of Idaho General Revenue Refunding Bonds, Series 2021A in the aggregate principal amount of \$ _____* (the "Series 2021A Bonds"), will be issued by the Regents of the University pursuant to a Master Resolution adopted by the Regents of the University on November 22, 1991, as supplemented and amended, including a Supplemental Resolution adopted on December 16, 2020.

The proceeds of the Series 2021A Bonds will be used (i) to defease and redeem certain of the University's outstanding bonds (the "Defeasance Project") and (ii) to pay costs of issuing the Series 2021A Bonds. The Series 2021A Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2021A Bonds. Interest on the Series 2021A Bonds is payable on each October 1 and April 1, commencing October 1, 2021. The Series 2021A Bonds are subject to optional and mandatory sinking fund redemption as described herein. The Series 2021A Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See "SECURITY FOR THE SERIES 2021A BONDS" herein.

THE SERIES 2021A BONDS SHALL BE EXCLUSIVELY OBLIGATIONS OF THE UNIVERSITY, PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF, AND SHALL NOT BE OBLIGATIONS, GENERAL, SPECIAL OR OTHERWISE, OF THE STATE OF IDAHO. THE SERIES 2021A BONDS SHALL NOT CONSTITUTE A DEBT—LEGAL, MORAL OR OTHERWISE—OF THE STATE OF IDAHO, AND SHALL NOT BE ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE HOLDERS OF THE SERIES 2021A BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE SERIES 2021A BONDS. THE UNIVERSITY HAS NO TAXING POWER.

See Inside Cover for Maturity Schedule

The Series 2021A Bonds are offered when, as and if issued and received by the Underwriter (hereinafter defined), subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, bond counsel, and certain other conditions. Certain matters will be passed on for the Regents and the University by its Office of General Counsel, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. Certain matters will be passed on for the Underwriter by its counsel Kutak Rock LLP. It is expected that the Series 2021A Bonds will be available for delivery through the facilities of DTC on or about February 24, 2021.*

WELLS FARGO SECURITIES

*Preliminary, subject to change.

BAHR**TAB 5 Page 1** 0163.13215930.5

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

THE REGENTS OF THE UNIVERSITY OF IDAHO

\$ _____ *

GENERAL REVENUE REFUNDING BONDS,

SERIES 2021A

DUE	PRINCIPAL AMOUNT *	INTEREST RATE	YIELD	CUSIP No. **
4/1/2022	\$	%	%	
4/1/2023				
4/1/2024				
4/1/2025				
4/1/2026				
4/1/2027				
4/1/2028				
4/1/2029				
4/1/2030				
4/1/2031				
4/1/2032				
4/1/2033				
4/1/2034				
4/1/2035				
4/1/2036				
4/1/2037				
4/1/2038				
4/1/2039				
4/1/2040				
4/1/2041				

* Preliminary; subject to change.

** CUSIP data contained herein is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP numbers have been assigned by an independent company not affiliated with the University or the Underwriter, and are included solely for the convenience of the holders of the Series 2021A Bonds. Neither the University nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Series 2021A Bonds or as indicated above.

THE REGENTS OF THE UNIVERSITY OF IDAHO

AND

STATE BOARD OF EDUCATION

Debbie Critchfield, President	David Hill, Vice President
Andrew Scoggin, Secretary	Emma Atchley
Shawn Keough	Sherri Ybarra
Kurt Liebich	Linda Clark
Matt Freeman—Executive Director	
Todd Kilburn—Chief Financial Officer	

UNIVERSITY OFFICIALS

C. Scott Green — President
Torrey Lawrence —Interim Provost and Executive Vice President
Brian Foisy — Vice President for Finance and Administration
Janet Nelson — Vice President of Research and Economic Development
Mary Kay McFadden — Vice President for University Advancement
Jim Craig — University Counsel
Dan Ewart — Vice President for Information Technology Services

BOND AND DISCLOSURE COUNSEL

Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
Boise, Idaho 83701-1617
Phone: (208) 344-6000
Fax: (208) 954-5285

TRUSTEE AND PAYING AGENT

Wells Fargo Bank, N.A.
Denver, Colorado
Phone: (800) 344-5128
Fax: (612) 667-6282

MUNICIPAL ADVISOR

PFM Financial Advisors LLC
50 South Sixth Street, Suite 2250
Minneapolis, MN 55402
Phone: (612) 338-3535
Fax: (612) 338-7264

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APPENDIX A – Audited Financial Statements of the University for the Fiscal Years Ended June 30, 2020 and 2019
APPENDIX B – Schedule of Student Fees
APPENDIX C – Glossary of Terms Used in the Resolution and Official Statement
APPENDIX D – Summary of Certain Provisions of the Resolution
APPENDIX E – Proposed Form of Continuing Disclosure Undertaking
APPENDIX F – Proposed Form of Opinion of Bond Counsel
APPENDIX G – Book Entry Only System

GENERAL INFORMATION

No dealer, broker, salesperson or other person has been authorized by the Board (as hereafter defined), the Regents, the University or Wells Fargo Bank, National Association. (the “Underwriter”) to give any information or to make any representations with respect to the Series 2021A Bonds, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2021A Bonds, nor shall there be any sale of the Series 2021A Bonds by any person, in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

The information set forth herein has been furnished by the University, the Board, DTC and certain other sources that the University believes to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the Series 2021A Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement contains “forward-looking statements” that are based upon the University’s current expectations and its projections about future events. When used in this Official Statement, the words “project,” “estimate,” “intend,” “expect,” “scheduled,” “pro forma” and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

The Preliminary Official Statement has been “deemed final” by the University, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Preliminary Official Statement.

PRELIMINARY OFFICIAL STATEMENT
THE REGENTS OF THE UNIVERSITY OF IDAHO

\$ _____ *

**GENERAL REVENUE REFUNDING BONDS,
 SERIES 2021A**

INTRODUCTION

GENERAL

This Official Statement, including the cover page, the inside cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the \$ _____* The Regents of the University of Idaho General Revenue Refunding Bonds, Series 2021A (the “*Series 2021A Bonds*”).

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference should be made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. The attached Appendices are integral parts of this Official Statement and should be read in their entirety.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in “APPENDIX C– GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT.”

THE REGENTS AND THE UNIVERSITY OF IDAHO

A comprehensive land-grant institution, the University of Idaho (the “*University*”) is the State of Idaho's (the “*State*”) oldest institution of higher learning. Its main campus is located in Moscow, Idaho. With an enrollment of approximately 11,000 full and part-time students, the University has been charged with primary responsibility in the State for advanced research and graduate education. The University was established in Moscow in 1889 by the Territorial Legislature, and provisions of the University's Charter as a territorial university are incorporated into the Idaho State Constitution. Policy direction of the University is vested in The Regents of the University of Idaho (the “*Regents*”), whose members also serve as the Idaho State Board of Education (the “*Board*”).

Certain references herein to the “Regents” shall be deemed to refer to the University or other appropriate authority pursuant to the Act and other applicable laws, as appropriate.

*Preliminary, subject to change.

AUTHORIZATION FOR AND PURPOSE OF THE SERIES 2021A BONDS

The Series 2021A Bonds are being issued pursuant to and in compliance with Title 33, Chapter 38, Idaho Code, as amended, and Title 57, Chapter 5, Idaho Code, as amended, and a resolution adopted by the Regents on November 22, 1991, as previously supplemented and amended (the “*Master Resolution*”), and as further supplemented by a supplemental resolution adopted by the Regents on December 16, 2020, authorizing the issuance of the Series 2021A Bonds (collectively with the Master Resolution, the “*Resolution*”).

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the “*Outstanding Bonds*”), which as of January 1, 2021, were outstanding in the principal amount of \$183,925,000 (including the Defeased Bonds, as defined herein). The Series 2021A Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution are referred to herein as the “Bonds” or the “General Revenue Bonds.” See “DEBT SERVICE REQUIREMENTS” and “FINANCIAL INFORMATION REGARDING THE UNIVERSITY—Outstanding Debt.”

The proceeds of the Series 2021A Bonds will be used (i) to defease and redeem the University’s Adjustable Rate Revenue Refunding Bonds, Series 2011 (the “*Series 2011 Bonds*”), which were issued on January 5, 2011 in the aggregate principal amount of \$60,765,000 and (ii) to pay costs of issuing the Series 2021A Bonds.

The defeasance and redemption of the Series 2011 Bonds is referred to herein as the “Defeasance Project.”

SECURITY FOR THE SERIES 2021A BONDS

The Series 2021A Bonds are secured by Pledged Revenues and money in the Bond Fund on parity with the other Bonds. Pledged Revenues include (i) student fees consisting of tuition, activity, technology, facility and other fess (collectively, “Student Fees”); (ii) all revenues generated through operations of auxiliary enterprises and revenues generated incidentally to the conduct of instruction, research and public service activities (“*Sales and Services Revenues*”); (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the “*F&A Recovery Revenues*”); (iv) various revenues generated from miscellaneous sources, including fines, rent and lease revenues (the “*Other Operating Revenues*”); (v) income generated on investments of money in all unrestricted funds and accounts of the University (the “*Investment Income*”), (vi) proceeds from the sale of a Series of Bonds and money and investment earnings thereon, except as otherwise provided in the Resolution or a supplemental resolution; and (vii) other revenues the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues.

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other revenues available or to be available in the Debt Service Account, to pay debt service on all Outstanding Bonds for each Fiscal Year. See “SECURITY FOR THE SERIES 2021A BONDS—Rate Covenant.”

ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on parity with the Series 2021A Bonds, and its other parity Outstanding Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See “SECURITY FOR THE SERIES 2021A BONDS—Additional Bonds.”

TAX MATTERS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the Series 2021A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2021A Bonds (the “*Tax Code*”); (ii) interest on the Series 2021A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code; and (iii) interest on the Series 2021A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See “TAX MATTERS” herein.

UNIVERSITY FINANCIAL POSITION

The University experienced a reduction in net position in Fiscal Years 2018 and 2019 due to a variety of factors. In Fiscal Year 2020, the University implemented a number of budgetary changes resulting in an increase in net position at the end of Fiscal Year 2020 compared to Fiscal Year 2019. See “FINANCIAL INFORMATION REGARDING THE UNIVERSITY—University Financial Position.”

THE SERIES 2021A BONDS

DESCRIPTION OF THE SERIES 2021A BONDS

The Series 2021A Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The Series 2021A Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the Series 2021A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2021. Interest on the Series 2021A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. Wells Fargo Bank, N.A., is the trustee, paying agent and dissemination agent for the Series 2021A Bonds (the “*Trustee*”).

The Series 2021A Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of \$5,000 or any integral multiple thereof within a maturity.

BOOK-ENTRY SYSTEM

The Depository Trust Company, New York, New York (“*DTC*”), will act as initial securities depository for the Series 2021A Bonds. The ownership of one fully registered Series 2021A Bond for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede

and Co., as nominee for DTC. For so long as the Series 2021A Bonds remain in a “book-entry only” transfer system, the Trustee will make payments of principal and interest only to DTC, which in turn is obligated to remit such payments to its participants for subsequent disbursement to Beneficial Owners of the Series 2021A Bonds. See “APPENDIX G — BOOK ENTRY TRANSFER SYSTEM” for additional information. *As indicated therein, certain information in APPENDIX G has been provided by DTC. The University makes no representation as to the accuracy or completeness of the information in APPENDIX G provided by DTC. Purchasers of the Series 2021A Bonds should confirm this information with DTC or its participants.*

REDEMPTION AND OPEN MARKET PURCHASE

Optional Redemption. The Series 2021A Bonds maturing on or after April 1, 20__ are subject to redemption at the option of the University at any time on or after April 1, 20__, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the Series 2021A Bonds shall be at a price of 100% of the principal amount of the Series 2021A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.

[Mandatory Sinking Fund Redemption. The Series 2021A Bonds maturing on April 1, _____ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Series 2021A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:]

APRIL 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	\$
*	

*Stated Maturity.

Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the Series 2021A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first-class mail, postage prepaid, addressed to the registered owners of such Series 2021A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of Series 2021A Bonds, unless upon the giving of such notice such Series 2021A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2021A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such Series 2021A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner

in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Selection for Redemption. If less than all Series 2021A Bonds are to be redeemed, the particular maturities of such Series 2021A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of any maturity of the Series 2021A Bonds is to be redeemed, the Series 2021A Bonds to be redeemed will be selected by lot. If less than all of a Series 2021A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

Effect of Redemption. When called for redemption as described above, the Series 2021A Bonds will cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Series 2021A Bonds will no longer be deemed to be Outstanding as of such redemption date.

Open Market Purchase. The University has reserved the right to purchase the Series 2021A Bonds on the open market at a price equal to or less than par. In the event the University purchases the Series 2021A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the Series 2021A Bonds so purchased are to be credited at the par amount thereof against the debt service requirement next becoming due. In the event the University purchases Term Series 2021A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the Term Series 2021A Bonds so purchased are to be credited against the mandatory redemption amounts next becoming due. All Series 2021A Bonds so purchased are to be cancelled.

SECURITY FOR THE SERIES 2021A BONDS

GENERAL

The Series 2021A Bonds are secured by Pledged Revenues and money in the Bond Fund on parity with all Outstanding Bonds and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

- (i) Student Fees;
- (ii) Sales and Services Revenues;
- (iii) F&A Recovery Revenues;
- (iv) Other Operating Revenues;
- (v) Investment Income;
- (vi) Proceeds from the sale of a Series of Bonds and money and investment earnings thereon, except as otherwise provided in the Resolution or a supplemental resolution; and
- (vii) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see “PLEDGED REVENUES” below. For the amounts of Pledged Revenues in recent years, see “HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE” below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude Restricted Fund Revenues, including restricted gift and grant revenues. See “FINANCIAL INFORMATION REGARDING THE UNIVERSITY” AND “APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019.”

PLEDGED REVENUES

Student Fees. The Regents have the exclusive ability to establish and collect tuition charges and student fees for resident and non-resident, graduate and professional students attending the University. Tuition and student fee charges are not subject to a referendum by students or approval by any other governmental entity. The Regents have established a policy that the University may not request more than a 10% annual increase in the total full-time tuition and student fees unless otherwise authorized by the Regents. The Regents' established policy is to announce and conduct a public hearing on the modification of any fees, which has traditionally occurred annually, with fee adjustments effective for the subsequent fall term each year. There is no prohibition, however, which would preclude the Regents from adjusting fees (for collection beginning with the next academic year) at any time.

In December 2019, in an effort to demonstrate a commitment to maintaining affordable higher education for Idahoans, the Presidents of Idaho's public, four-year higher education institutions announced to the Board and the public their agreement not to seek a tuition increase for resident undergraduate students for the 2020-2021 academic year. In accordance with such commitment, the Regents did not increase fees for the current academic year.

For the Fiscal Year ending June 30, 2019, the total annual tuition and student fees assessed against full-time undergraduate students were \$7,864 (Idaho residents) and \$25,500 (non-Idaho residents), with total revenues derived from such tuition and student fees equal to \$99,431,771. For the Fiscal Year ending June 30, 2020, the total annual tuition and student fees assessed against full-time undergraduate students were \$8,304 (Idaho residents) and \$27,540 (non-Idaho residents), with the total revenues derived from such tuition and student fees equal to \$97,404,612. Pursuant to the University's agreement to maintain the same tuition rates and student fees, the University will assess the same rates (\$8,304 (Idaho residents) and \$27,540 (non-Idaho residents)) for Fiscal Year 2021.

See “APPENDIX B — SCHEDULE OF STUDENT FEES” for a list of Student Fees assessed for Fiscal Years 2017-2021.

Sales and Services Revenues. Sales and Services Revenues include pledged revenues generated through operations of auxiliary enterprises and revenues generated incidental to the conduct of instruction, research and public service activities. The majority of these revenues are generated through auxiliaries including the housing and student union operations, bookstore sales, parking charges, ticket and event sales, recreation center activity charges, and other miscellaneous operations. See “THE UNIVERSITY” herein for a description of the University's

primary revenue generating facilities. Examples of revenues generated incidental to education are unrestricted revenues generated by the University's testing and training services, labs, sales of scientific materials, sales of miscellaneous services or products, and sales of agriculture and forest products.

Sales and Services Revenues pledged for the Fiscal Years ended June 30, 2019 and June 30, 2020 were \$32,842,624 and \$30,048,303, respectively. Sales and Services Revenues are driven predominantly by student-related revenues and therefore generally parallel increases or decreases in full-time, on-campus student enrollment.

Sales and Services Revenues have shown declines over the last three years. These declines are due to a slightly lower proportion of full time, on campus students, and an accounting change related to the University's food services contract with Sodexo. Prior to 2018, the University recorded gross food service revenues and a corresponding expense payment to Sodexo. In 2018, Sodexo began collecting all revenues and making payment to the University for the University's share of revenues. While the net income is the same to the University since it no longer reports a corresponding expense, the contractual change results in, for accounting purposes, lower Sales and Services Revenues. See "HISTORICAL PLEDGED REVENUES" below for further comparisons.

The Coronavirus Disease 2019 ("COVID-19") also impacted Sales and Services Revenues, resulting in approximately \$2 million less revenues for Fiscal Year 2020 compared to Fiscal Year 2019. Like many universities, the University refunded students for portions of unused dining plans and while the University did receive federal reimbursement for a portion of student refunds, the University also experienced a decrease in overall dining revenue, for which it did not receive reimbursement. See "CORONAVIRUS DISEASE 2019 – Budget and Revenue Effects" below for further discussion.

F&A Recovery Revenues. A portion of funds received each year for University activity sponsored by the private sector, the State or the federal government ("Sponsored Activity") is provided to pay the direct costs of the Sponsored Activity, such as salaries for scientists and material and labor used to perform research projects. F&A Recovery Revenues make up the balance granted and are used to pay facilities administrative costs, which encompass spending by the University on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs associated with sponsored project activity. Unlike the revenues for direct costs of Sponsored Activity, F&A Recovery Revenues are not restricted and are available as Pledged Revenues. F&A Recovery Revenues for Fiscal Years ended June 30, 2019 and June 30, 2020 were \$11,223,062 and \$12,749,973, respectively.

Other Operating Revenues. The University receives other miscellaneous revenues in the course of its operations. Other Operating Revenues are primarily comprised of royalty income, subsidies and rebates, deposit forfeitures, fines and late fees, and patent revenues, with a small portion from other sporadic revenue sources. Beginning in Fiscal Year 2019, the University began recording subsidies and rebates associated with the University's self-insured health plan as a reduction in benefits expense, whereas they had previously been recorded as Other Operating Revenues, which resulted in a decrease in Other Operating Revenues. In Fiscal Years ended June 30, 2019 and June 30, 2020, the University generated Other Operating Revenues in the

amounts of \$4,538,946 and \$6,201,539¹, respectively.” Because Other Operating Revenues are comprised of a wide variety of smaller revenue sources, such revenue can vary significantly from year-to-year.

Investment Income. Investment Income, which includes all of the University's unrestricted investment income, is pledged to repayment of the Series 2021A Bonds and other Bonds issued under the Resolution. The amount of Investment Income pledged to the Bonds will not match the amount of investment income shown in the University's audited financial statements which includes restricted investment income.

For the Fiscal Years ended June 30, 2019 and June 30, 2020, pledged Investment Income earned by the University was \$2,373,505 and \$1,379,602, respectively.

HISTORICAL PLEDGED REVENUES

The following table shows the Pledged Revenues available for debt service for Fiscal Years 2016 through 2020. As described under “DEBT SERVICE REQUIREMENTS,” the University estimates that the maximum annual debt service on the Bonds upon the issuance of the Series 2021A Bonds will be approximately \$13,127,468.*

Historical Pledged Revenues

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Student Fees	\$87,620,004	\$86,340,857	\$95,794,002	\$99,431,771	\$97,404,612
Sales and Services Revenues	42,708,156	42,503,972 ¹	31,849,603 ¹	32,842,624	30,048,303
Other Operating Revenues ²	6,174,889	4,821,065	7,485,668	4,538,946	6,201,539
Investment Income	2,419,244	2,637,513	2,768,497	2,414,318	1,402,000
F&A Recovery Revenues	10,792,832	11,416,369	11,150,633	11,223,062	12,749,973
Direct Payments for Series Series 2007 Bonds	<u>297,732</u>	<u>297,732</u>	<u>297,732</u>	<u>297,732</u>	<u>-</u> ³
PLEDGED REVENUES AVAILABLE FOR DEBT SERVICE	<u>\$150,012,857</u>	<u>\$148,017,508</u>	<u>\$149,346,135</u>	<u>\$151,220,816</u>	<u>\$148,578,652</u>

¹ Sales and Services Revenues have shown declines over the last three years. These declines are due to a slightly lower proportion of full time, on campus students, and an accounting change related to the University's food services contract with Sodexo. “See PLEDGED REVENUES—*Sales and Services Revenues*” above.

² Other Operating Revenues includes a wide variety of smaller revenue sources and therefore fluctuates year to year. “See PLEDGED REVENUES—*Other Operating Revenues*” above.

³ the 2007 Bonds were refunded and are no longer outstanding.

¹ Amounts differ from prior disclosure due to accounting error.

* Preliminary, subject to change.

FLOW OF FUNDS

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are required to be deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is required to be transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The University has historically used and intends to continue to use any excess money in the Revenue Fund primarily to pay for operation and maintenance expenses and capital improvements.

RATE COVENANT

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other revenues available or to be available in the Debt Service Account, to pay debt service on Outstanding Bonds for each Fiscal Year.

ADDITIONAL BONDS

Additional Bonds, Generally. The amount of Additional Bonds that may be issued under the Resolution is not limited by law or by the Resolution, provided the requirements below are satisfied. In order to issue Additional Bonds for the purpose of financing projects, the University must receive Board approval and must also satisfy certain conditions, including, but not limited to, the filing with the Trustee of:

- (i) A copy of the supplemental resolution authorizing the Additional Bonds;
- (ii) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Outstanding Bonds;
- (iii) A Written Certificate of the University setting forth the then estimated completion date and the then estimated cost of construction of the project being financed by the Additional Bonds; and
- (iv) A Written Certificate of the University showing that estimated Pledged Revenues (assuming completion of the proposed project on its then estimated completion date) (1) will equal at least 100% of the debt service on all Outstanding Bonds and any Additional Bonds proposed to be issued for each Fiscal Year of the University during which any Bonds will be Outstanding, following the estimated completion date of the project being financed by the Additional Bonds, if interest during construction of the project being financed by the Additional Bonds is capitalized, or (2) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds issued will be Outstanding, if interest during construction of the project being financed by the Additional Bonds is not capitalized (a "*Coverage Certificate*"). See

“APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–Additional Bonds.”

Refunding Bonds. The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing certificates similar to those described above in (i) and (ii) above. Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the requirements described above if the Additional Bonds do not increase debt service by more than \$25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee (i) a copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds and providing that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the Resolution, (ii) the Coverage Certificate described above, and (iii) a Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

PAYMENT AGREEMENTS

The Resolution authorizes the University to enter into a Payment Agreement and to make a Payment Agreement Payment thereunder on a parity of lien with the payment of the Bonds if the Payment Agreement satisfies the requirements for Additional Bonds described in the Resolution, taking into consideration regularly scheduled Payment Agreement Payments and Receipts, if any, under the Payment Agreement. See “APPENDIX D– SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–Payment Agreements.”

NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the Series 2021A Bonds or the Outstanding Bonds.

DEFEASANCE PROJECT

The University’s Series 2011 Bonds are subject to mandatory tender for purchase on April 1, 2021 (the “*Purchase Date*”) in accordance with the terms of the 2010 Supplemental Resolution. The Regents have decided not to convert the Series 2011 Bonds to a new interest rate period. Accordingly, the Regents will give notice of intent to purchase the Series 2011 Bonds at the purchase price upon mandatory tender on the Purchase Date (the “*Defeased Bonds*”). A portion of the proceeds from the sale of the Series 2021A Bonds are being issued to provide funds which, together with other available funds, if any, will be sufficient to purchase and redeem the Defeased Bonds.

A portion of the proceeds of the Series 2021A Bonds, together with other funds of the University, in an amount sufficient to pay the purchase price of, and accrued interest on, the Defeased Bonds on the date the Defeased Bonds are to be redeemed, will be irrevocably deposited in an escrow account (the “*Escrow Account*”) to be held by Wells Fargo Bank, N.A., as escrow agent (the “*Escrow Agent*”), to purchase the Defeased Bonds. Such amount will be

used to provide cash for the purchase of the Defeased Bonds and purchase direct obligations of the United States, if any. See “SOURCES AND USES OF FUNDS.”

Details of the Defeased Bonds are as follows:

<u>April 1</u>	<u>Original Par Amount</u>	<u>Interest</u>	<u>CUSIP</u>
2041 [*]	\$60,765,000	5.25%	914318 C99

^{*} Term bond stated maturity

SOURCES AND USES OF FUNDS

The sources and uses of funds with respect to the Series 2021A Bonds are estimated to be as follows:

SOURCES:	
Aggregate Principal Amount of Series 2021A Bonds	\$ _____
Original Net Issue Premium of Series 2021A Bonds	_____
TOTAL	\$ _____
USES:	
Escrow Fund to Defeas the Defeased Bonds	\$ _____
Costs of Issuance [*]	_____
TOTAL	\$ _____

^{*} Includes legal, financial advisor, rating agency, trustee, paying agent, and underwriter's discount, rounding and contingency.

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DEBT SERVICE REQUIREMENTS

The following table shows the debt service requirements for the Series 2021A Bonds.

FISCAL YEAR END 6/30	OUTSTANDING BONDS ¹	SERIES 2021A BONDS *		TOTAL
		PRINCIPAL	INTEREST	
2021	\$	\$	\$	\$
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
TOTAL ²				

*Preliminary, subject to change.

¹ Does not reflect the debt service on the Defeased Bonds.

² Totals will vary from other representations of outstanding indebtedness due to exclusion of Defeased Bonds and inclusion of anticipated Series 2021A Bonds.

THE UNIVERSITY

Student body representation at the University is from every state in the United States and 60 foreign countries. The University alumni population exceeds 100,000. The University's main campus is located in Moscow, Idaho, a community of approximately 25,700 people in the northern portion of the State, about one-mile east of the Washington border and approximately 80 miles south of Coeur d'Alene, Idaho.

University property includes approximately 24,400 acres and 315 buildings, of which 1,368 acres and 250 buildings are located at its main campus in Moscow, and 11,400 are subject to a long term capitalized lease. The University operates twelve research centers and institutes and six demonstration and training farms with a total of about 1,000 acres used by forestry and agricultural students. The University owns and actively manages 10,300 acres of forest lands, a 65-acre field research station in one of Idaho's federally designated wilderness areas, and ten research and extension centers in agricultural areas throughout Idaho. The University also operates a Research Park in Post Falls and Resident Instructional Centers in Boise, Coeur d'Alene and Idaho Falls, and University level programming, including a K-12 Outdoor Science School on its field campus in McCall. In 2020, the University acquired a 350 acre dairy site in Minidoka County and 6 acres for a discovery center in Jerome for the CAFÉ Program.

The University's academic structure includes ten degree-granting colleges: the Colleges of Agricultural and Life Science; Art and Architecture; Business and Economics; Education, Health and Human Sciences; Engineering; Graduate Studies; Law; Letters, Arts and Social Sciences; Natural Resources; and Science. In addition to degree programs in each of these colleges, the University includes a College of Graduate Studies and offers medical training for students in association with the University of Washington, School of Medicine. The University has several cooperative programs with Washington State University (located in Pullman, Washington, eight miles from Moscow), including a joint veterinary medical program. The University has an optional officer education program, leading to a regular or reserve commission in the U.S. Army, Navy, Marines or Air Force.

The University rose to Top 50 of U.S. News & World Report Best Value colleges in the fall, 2020, placing the University's land-grant institution at No. 37, above all other national universities in the West and third among all public colleges and universities in the nation. The University also improved its ranking as a top 100 public university – moving up 6 positions to number 83 for 2021.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Regents, which also serves as the Idaho State Board of Education, the Board for Boise State University in Boise, Idaho, the Board of Trustees for Idaho State University in Pocatello, Idaho, the Board of Trustees for Lewis Clark State College in Lewiston, Idaho, and the State Board for Professional Technical Education and Vocational Rehabilitation.

The Board also oversees aspects of the College of Western Idaho in Boise, North Idaho College in Coeur d'Alene, and College of Eastern Idaho in Idaho Falls, in concert with the respective Boards of those three institutions. The Governor appoints seven of the members to the

Board for five year terms. The membership, terms and occupations of the current board members are listed below. The elected State Superintendent of Public Instruction serves *ex officio* as the eighth member of the Board for a four-year term.

**BOARD OF TRUSTEES OF THE REGENTS OF THE UNIVERSITY OF IDAHO
AND STATE BOARD OF EDUCATION**

NAME	RESIDENCE	OCCUPATION	TERM EXPIRES JUNE
Debbie Critchfield (President)	Oakley	Community Education Leader	2023
David Hill (Vice President)	Boise	Retired Deputy Director at ID National Laboratory	2022
Andrew Scoggin (Secretary)	Boise	Executive VP for Albertsons Companies	2021
Emma Atchley ⁽¹⁾	Ashton	Community Leader	2020
Linda Clark ⁽¹⁾	Meridian	Retired Superintendent	2020
Shawn Keough	Sandpoint	Executive Director- Associated Logging Contractors	2024
Kurt Liebich	Boise	Chairman/CEO RedBuilt LLC/New Wood Resources LLC	2024
Sherri Ybarra*	Mountain Home	Superintendent of Public Instruction	Elected

¹ Ms. Atchley's and Ms. Clark's appointed terms have expired but will maintain their roles as Trustees until the re-appointment process is complete.

* Ms. Ybarra was re-elected State Superintendent of Public Instruction in 2018 for a four year term ending January 1, 2023.

The State Board of Education has an approximately 27 member, full time professional staff headed by Matt Freeman, Executive Director. His appointment became effective in 2015.

University Officers. The affairs of the University are managed by the President of the University and the staff. The President is appointed by, reports to, and serves at the pleasure of the Regents. Following is a brief biographical resume of President Green and his executive staff at a Vice President level:

C. Scott Green – President. Mr. Green took office as the 19th president of the University of Idaho July 1, 2019. Mr. Green joins the University as a highly accomplished executive, with a career in global finance, operations and administration. President Green served in various roles for Boise Cascade Corporation, Deloitte and Touche, Goldman Sachs and ING Barings. He published two books on the Sarbanes-Oxley Act of 2002. Mr. Green most recently served as the chief operating and financial officer for Hogan Lovells, one of the largest law firms in the world, where he led the firm's worldwide operations, technology, conflicts and finance functions. Mr. Green received a B.S. degree in accounting from the University and a master in business administration from Harvard University. Prior to taking the Office of President, Mr. Green provided years of service to the University on the Alumni Board, the College of Business and Economics Advisory Board and on the University Foundation Board.

Torrey Lawrence – Interim Provost and Executive Vice President. Torrey Lawrence began his role as the Interim Provost and Executive Vice President on May 4, 2020. In this role he serves as the University's Chief Academic Officer, directly responsible for the general direction of all academic programs, endeavors and instructional services on the Moscow campus, as well as the University's statewide academic, outreach and research initiatives. Mr. Lawrence served as Vice Provost for Faculty at the University from 2018 until his transition to his current role. Mr. Lawrence received both his bachelor's degree and master's degree in music from

Northwestern University, and received a doctoral degree in musical arts from University of Oregon.

Brian Foisy –Vice President for Finance and Administration. Brian Foisy assumed his position at the University as Vice President for Finance and Administration on August 31, 2015. He previously served as Vice President for Administration and Finance at Minot State University in Minot, North Dakota. Prior to that, he served as the Vice President for Finance and Administrative Services at Utah College of Applied Technology. Mr. Foisy received a bachelor's degree and Master of Accountancy from Southern Utah University.

Christopher Nomura – Vice President for Research and Economic Development. Christopher Nomura was appointed the Vice President for Research and Economic Development in October 2020. Before joining the University, Mr. Nomura served as the Vice President for Research at the State University of New York in the College of Environmental Science and Forestry. He earned his bachelor's degree in biology from University of California at Santa Cruz and his doctoral degree in biochemistry, microbiology and molecular biology at The Pennsylvania State University. Mr. Nomura is an internationally recognized scientist/administrator with an outstanding record of publications, grantsmanship and student mentoring.

Mary Kay McFadden – Vice President for University Advancement. Mary Kay McFadden rejoined the University in September 2015 after beginning her career at the University in 1980. Prior to returning to the University, Ms. McFadden served as Vice President of Development, Family and Alumni Relations at Olin College of Engineering in Needham, Massachusetts, and most recently worked at Seattle University as the Vice President for University Advancement. Ms. McFadden earned a bachelor's degree in communications from the University and an Executive MBA from Seattle University.

Dan Ewart – Vice President for Information Technology Services. Mr. Ewart assumed his position in April 2015. His experience prior to the University includes ten years at the University of Wyoming as Director of Information Services and eight years in private industry. Mr. Ewart received a bachelor's of science degree in management information systems and a Masters of Public Administration, both from the University of Wyoming.

James E.M. Craig – General Counsel. Mr. Craig was appointed to serve as the University's General Counsel effective July 1, 2020. He has worked for the University since March 2016 as Deputy General Counsel. Mr. Craig received his bachelor's degree from the University of Idaho, his juris doctorate degree from the University of Idaho College of Law, and his LL.M. degree from the Washington College of Law at American University. Prior to joining the University in 2016, Mr. Craig worked as a law clerk for a state district court judge, worked for over five years as a deputy prosecuting attorney for two different Idaho counties, and worked as an attorney for the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement for almost eight years. In November 2015, he received the DHS Secretary's Silver Medal Award, the second highest award given by the DHS secretary to DHS employees.

CERTAIN UNIVERSITY FACILITIES

Facilities Generating Sales and Service Revenue. The University's housing and student union facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) currently include (i) 11 residence hall buildings containing dormitory style student living; (ii) three apartment complexes, which provide housing for upper class students and students with families; and (iii) the Idaho Student Union Building (the "ISUB"). Revenues from the University's parking facilities also constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues.

University Residence Halls. The University has residence hall buildings which can accommodate up to 2,077 students, with an average of approximately 200 beds available. The University's residence halls offer a variety of amenities including: (i) computer labs and in-room wireless high-speed internet; (ii) recreational and lounge space; (iii) laundry facilities; (iv) kitchen areas; and (v) academic/study space. Over the past five Fiscal Years ending June 30, 2020, the average fall occupancy rate for the University's residence halls was 82.7%, and the occupancy rate for fall 2020 was 78%, taking into account a reduced number of beds due to COVID-19 social distancing requirements. The occupancy rate for fall 2020, using the average number of beds available in other years was 70.8%.

University Apartments. Currently, the University has three apartment complexes, which provide 218 apartments ranging in size from one-bedroom to four bedrooms available for occupancy by students and their families. Amenities available at University apartment complexes include: (i) high-speed wireless internet connections; (ii) in-apartment laundry hook-ups; (iii) play areas; and (iv) a community center. The average fall occupancy rate for the University's apartments over the past five Fiscal Years ending June 30, 2020, was 92.5%, and the occupancy rate for fall 2020 was 92%, taking into account a reduced number of apartments due to the need for COVID-19 isolation space. The occupancy rate for fall 2020, using the full number of available apartments was 89.9%.

Idaho Student Union Building (ISUB). Completed in 2000, the ISUB is designed to be the center of campus life and provides programs, amenities, and services to enhance the educational experience of University students. The ISUB is a multi-use facility with approximately 100,000 square feet. The facility houses offices for student government, other student organizations, conference rooms with state of the art technology, and academic support services. In addition, the ISUB has an information desk, food court, coffee shop, convenience store, credit union, copy center, art gallery, computer kiosks, ATMs and administrative offices. The facilities infrastructure includes high-speed LAN and video data capabilities, public lounges, wireless network, computer checkout, and flat screen monitors to provide information about building and campus activities. The ISUB was formerly known as the Idaho Commons Building and was renamed in the fall of 2019. In conjunction with the renaming of the building in 2019, a student board was created to help provide input and recommendations for use of the ISUB.

Parking Facilities. Currently, the University operates and maintains 99 surface parking lots with a total of approximately 6,000 parking spaces covering approximately 44 acres of the Moscow campus. The University is responsible for all permit distribution, enforcement, event transportation, space allocation, alternative transportation support and maintenance. The University has a comprehensive parking plan to ensure that the parking system is financially self-supporting.

Spectator and Recreation Facilities. The University's spectator and recreation facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) include the Kibbie Dome, the Memorial Gym, the Recreation Center, the Dan O'Brien Track Complex, and the University Golf Course. Following is a brief description of these facilities.

Kibbie Dome. The Associated Students of University of Idaho Kibbie Dome (the "Kibbie Dome") was originally constructed in 1972 and is North Idaho's largest athletic spectator facility. It is used for intercollegiate home football games, women's soccer games, basketball games, indoor track and field events, high school football playoffs, the Lionel Hampton Jazz Festival, concerts, sport camps, conferences, classes, intramurals, student club activities, and University commencements. In 1984, the "East End" offices and locker rooms were added to the Kibbie Dome. In April 2004, the University completed another expansion of the Kibbie Dome to add the "Vandal Athletic Center." The expansion included a new 7,000 square foot weight room, recreational and varsity locker rooms, an aquatic exercise pool, and a new foyer. In 2007, major improvements were carried out in the training room along with completion of team meeting rooms. In 2010 and 2011, the end walls were replaced with state-of-the-art translucent panels as part of a major "life safety" project to bring the building up to current code requirements. In conjunction with the end-wall replacement and fire-safety measures, expanded premium seating, suites and loge boxes were added and the press box was completely rebuilt. A new large video scoreboard was added in 2013. Finally in the summer of 2017, the portable artificial turf system was replaced allowing both football and women's soccer to use the Kibbie Dome floor.

Memorial Gym. The Memorial Gymnasium, constructed in 1928, is the oldest athletic building on campus. The building serves as one of the University's indoor sports and entertainment complexes. In addition to hosting varsity volleyball and basketball, the Memorial Gym is used for concerts, community events, state gymnastics meets, regional basketball tournaments, intramural activities and physical education classes, and houses a gymnasium, multi-purpose room, combative room, locker rooms, and various offices.

The Recreation Center. The Student Recreation Center was completed in 2002. It is approximately 85,500 square feet, and includes more than 7,200 square feet of open recreational space, two regulation-size basketball courts, a multipurpose gymnasium, a large aerobics/cardiovascular multipurpose workout space, a running track, a climbing wall, a child care center, a first-aid and athletic training area, classroom and activity spaces, a cafeteria, and space for rental of recreational equipment.

Dan O'Brien Track Complex. The Dan O'Brien Track, named in 1996 for University alumnus and 1996 Olympic Decathlon Gold Medalist Dan O'Brien, was constructed in 1969 and renovated in 2012, and serves as the University's outdoor varsity, academic and recreational track facility. It consists of a 400-meter, 8-lane track, a long jump area, a throwing area, a high jump area, a pole vault area, coaches' offices, and spectator facilities that accommodate approximately 1,000 spectators.

University Golf Course. The University owns and operates an 18-hole golf course on the University's Moscow campus. The course supports the University's PGA-certified Golf Management Program and is also open to the public approximately eight months each year and provides lessons, cart and club rentals, and a retail pro shop. The University recently acquired an indoor simulator that will allow the golf course to actively support golf leagues year-round.

Idaho Central Credit Union Arena. Construction of the Idaho Central Credit Union Arena (the "Arena") is currently underway and the Arena is expected to open in the fall of 2021. The 62,000 square-foot arena will have a seating capacity of 4,200 and will be the new home for the University's men's and women's basketball teams, as well as a gathering place for academic events, concerts and other special events. This unique signature mass timber sports arena will showcase the Idaho timber industry by using timber harvested from the University of Idaho Experimental Forest and include participation from other wood industry partners throughout the State of Idaho. The Arena was financed with a portion of the proceeds of the University's General Revenue and Refunding Bonds, Series 2020A, together with a \$10 million contribution from Idaho Central Credit Union, other donations and University funds.

STUDENT BODY

The University admits first-year students who graduate from regionally accredited high schools with an overall grade point average ("GPA") of at least 3.0 and who complete a defined set of core high school classes. First-year students with less than a 3.0 high school grade point average must also meet minimum ACT or SAT scores. Transfer students are admitted based on the cumulative grade point average earned in all college-level courses completed after high school graduation, with a minimum GPA of 2.00 being required. Some programs require a higher transfer GPA for admission. Home schooled students, graduates of non-accredited high schools, or students not meeting the admission criteria are considered by the University's Admissions Committee.

Approximately 58% of the University's fall 2020 student body were residents of the State. Due to COVID-19, the University saw a significant drop in its number of dual credit high school students, which historically give the University a greater percentage of State resident students. The tables on the following page set out certain statistics concerning the University's enrollment for the fall semesters of the years indicated.

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ENROLLMENT AND GRADUATION STATISTICS
(Fall Semester)¹

	2016	2017	2018	2019	2020 ²
	(FY17)	(FY18)	(FY19)	(FY20)	(FY21)
Students					
Full-Time Equivalents (FTE)	9,420	9,430	9,333	9,068	8,619
Head Count	11,780	12,072	11,841	11,926	10,791
Undergraduate Students					
Full-time:					
Residents	5,316	5,306	5,157	4,927	4,591
Non-residents	1,953	1,860	1,882	1,822	1,732
Subtotal	7,269	7,166	7,039	6,749	6,323
Part-time:					
Residents	2,122	2,486	2,306	2,452	1,849
Non-residents	195	233	223	191	194
Subtotal	2,317	2,719	2,529	2,643	2,043
Graduate Students					
Full-time:					
Residents	632	608	675	721	781
Non-residents	679	734	795	976	786
Subtotal	1,311	1,342	1,470	1,697	1,567
Part-time:					
Residents	509	510	480	503	516
Non-residents	374	335	323	334	342
Subtotal	883	845	803	837	858
Total Undergraduate					
	9,586	9,885	9,568	9,392	8,366
Total Graduate Students					
	2,194	2,187	2,273	2,534	2,425
Grand Total					
	11,780	12,072	11,841	11,926	10,791
Freshman Students					
Applying	5,953	7,087	7,938	8,071	9,941
Accepted	4,518	5,180	6,132	6,276	7,119
Enrolled	1,660	1,538	1,434	1,475	1,425
Resident	1,235	1,160	1,038	1,062	1,007
Average ACT Score	23.9	23.2	23.2	23.6	23.5
Average SAT Score	1,053	1,121	1,114	1,117	1,116
Average High School GPA	3.41	3.41	3.41	3.45	3.44
Percentage graduating in top 25% of their high school class	44%	42%	40%	44%	39%

¹ Headcount information is federally reported to the Integrated Postsecondary Education Data System (IPEDS). Professional development only students or co-op students are not included in these census counts.

² The Fall 2020 enrollment statistics relate to the University's 2021 fiscal year currently in progress.

UNIVERSITY EFFORTS TO INCREASE STUDENT ENROLLMENT

The University's recent efforts to increase student enrollment have included targeting high school graduates throughout the state of Idaho and the western United States based on the continued increase in the number high school graduates according to the Western Interstate Commission for Higher Education ("WICHE"). Further, the University believes the policy changes to the Western Undergraduate Exchange program ("WUE"), which is now available to all admissible students from all WICHE states, will make the University more competitive in pricing and costs for non-resident students. In fall 2020, the number of WUE students enrolled at the University increased by 21% over the prior year.

To capture increased high school graduation growth and improve enrollment numbers, the University has also implemented several enhanced recruitment, financial aid, retention and student success efforts. The University initiated a Graduate Student Enrollment Marketing Strategy to continue to build the graduate student numbers. Specifically related to improved retention, the University reorganized the student advising function, assigned academic coaches to returning students, implemented enhanced tutoring programs for certain courses with high drop-out rates, and outlined other measures to identify students at risk.

As a result of the University's pre COVID-19 recruitment efforts for the 2020-2021 academic year, the University saw a 16% increase in overall applications and a 14% increase in acceptances. With the changes to the Western Undergraduate Exchange ("WUE") program, the University also saw a 21% increase in WUE students for the 2020-2021 academic year. As a result of this drastic increase, the University was able to absorb the financial impact of including additional states in the WUE program in three years versus the anticipated four years, thereby building the loss into its revenue budget for Fiscal Year 2021. The University also saw its retention numbers hold steady at 77%, despite COVID-19 and related concerns. See "CORONAVIRUS DISEASE 2019" below.

While full-time student enrollment is down 3% and overall enrollment is down 9.5%, the University believes its enrollment efforts have allowed it to weather the effects of COVID-19 without a drastic impact on its enrollment or revenues. See "CORONAVIRUS DISEASE 2019—Budget and Revenue Effects" below for further discussion of financial impacts to the University.

EMPLOYEES

As of October 2020, the University had approximately 5,418 full-time and part-time employees. Faculty and staff include 889 faculty and other academic appointments, 1,508 professional and classified staff, and 515 temporary employees. The University also employed 2,506 students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring salary issues and other concerns to the attention of the University.

EMPLOYEE RETIREMENT BENEFITS

[HTEH will update PERSI info when CAFR is released in December]

All benefit eligible employees, which consist of employees who work 20 or more hours per week for five consecutive months, must enroll in one of two retirement plans—the State's

Public Employees' Retirement System of Idaho ("*PERSI*") or the Optional Retirement Program ("*ORP*"), which is a plan offered to faculty and non-classified staff effective 1990 and thereafter.

PERSI. The University's classified employees, including its faculty hired prior to July 1, 1990, are covered under *PERSI*. Additionally, new faculty and professional staff who are vested in *PERSI* have the option of remaining in or returning to *PERSI* with written affirmation of this decision within 60 days of employment. *PERSI* is the administrator of a multiple-employer cost-sharing defined benefit public employee retirement system. A retirement board (the "*PERSI Board*"), appointed by the governor and confirmed by the State Senate, manages the system, including selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The *PERSI Board* is charged with the fiduciary responsibility of administering the system.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("*PERSI Base Plan*"), the Firefighters' Retirement Fund and the Judges' Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers. Employees must be: (i) working 20 hours per week or more; (ii) teachers working a half-time contract or greater; or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. As of June 30, 2019, *PERSI* had 72,502 active members, 39,867 inactive members (of whom 13,536 are entitled to vested benefits), and 48,120 retired members or annuitants. In addition, as of June 30, 2019, there were 808 participating employers in the *PERSI Base Plan* and total membership in *PERSI* was 160,489.

The net position for all pension and other funds administered by *PERSI* increased \$1.1 billion during Fiscal Year 2019 and increased \$1.2 billion during Fiscal Year 2018. The change in the defined benefit plans reflects the total of contributions received and an investment return less benefits paid and administrative expenses. All of the plans experienced investment gains in Fiscal Year 2019 as a result of positive market performance. Net investment income for all of the funds administered by *PERSI* for the Fiscal Year 2019 and Fiscal Year 2018 was \$1.5 billion and \$1.4 billion, respectively.

Based on the July 1, 2019 actuarial valuation, *PERSI*'s actuarial gain is \$188.9 million, resulting in a change in funding status from a funding ratio of 91.2% on July 1, 2018, to 91.5% on June 30, 2018. The funding ratio is the ratio of the actuarial value of the assets over the value of the actuarial accrued liability. The higher the funding ratio, the better the plan is funded.

Annual actuarial valuations for *PERSI* are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for *PERSI* since *PERSI*'s inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial liability be 25 years or less, the *PERSI Board*, at its October 18, 2016 meeting, approved a total contribution rate increase of 1.0% scheduled to take effect July 1, 2018. During its October 2017

meeting, the PERSI Board voted to delay implementation of the 1.0% contribution rate increase for one year, making the new effective date July 1, 2019. During its October 2018 meeting, the PERSI Board voted to implement the 1.0% contribution rate increase effective July 1, 2019. The prior contribution rates and the current contribution rates effective as of July 1, 2019 are as follows:

Contribution Rates

<u>Member</u>		<u>Employer</u>	
<u>General/ Teacher</u>	<u>Fire/ Police</u>	<u>General/ Teacher</u>	<u>Fire/ Police</u>
7.16%	8.81%	11.94%	12.28%

Source: Financial Statements June 30, 2018 Public Employee Retirement System of Idaho

The most recent major experience study, completed in June 2018, covered the period July 1, 2011 through June 30 2017. The next major PERSI experience study is to be completed in 2022 and will cover the period of July 1, 2017 through June 30, 2021.

The University's required and paid contributions to PERSI for Fiscal Year 2019 and Fiscal Year 2020 were \$7,185,973 and \$7,068,110, respectively. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by state law.

Under Governmental Accounting Standards Board ("GASB") Statement No. 68, the University is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. The University recorded a net pension liability as of June 30, 2019 of \$27,122,978 and \$20,569,074 as of June 30, 2020, representing its proportionate share of liability under PERSI.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at, www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2018, and therefore the information is from a source not within the University's control.

ORP. Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in ORP, and faculty and staff hired before that date were offered a one-time opportunity in 1990 to withdraw from PERSI and join ORP. ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by TIAA.

Contribution requirements for ORP are based on a percentage of total payroll. The University's contribution rate for Fiscal Years 2019 and 2020 was 9.27% of covered payroll.

The University's required and paid contributions to ORP for Fiscal Year 2019 and Fiscal Year 2020 were \$10,136,083 and \$10,401,285, respectively. The employee contribution rate for Fiscal Years 2018 through 2020 is 6.97% of covered payroll. These employer and employee contributions, in addition to earnings from investments, fund ORP benefits. The University has

no additional obligation to fund ORP benefits once it makes the required contributions at the applicable rate. The University has made all contributions it is required to make to ORP to date.

For additional information concerning the University's pension benefits, see Note 12 of "Appendix A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019."

OPEB. The University participates in a single-employer defined benefit post-employment benefit plan relating to a self-insured medical and dental plan for retired employees. This plan is administered through a trust established by the University and not part of any other State of Idaho plan. The University also provides fully-insured group-term life insurance for eligible retirees. The University has funded annually actuarially-determined amounts for these projected OPEB obligations, and has accumulated plan assets in an irrevocable trust toward the settlement of these future obligations.

For additional information concerning post-retirement benefits other than pensions, see Note 13 of "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019."

CYBERSECURITY

The University employs a complex technology environment to conduct its operations and faces multiple cybersecurity threats such as hacking, phishing, viruses, malware, ransomware and other attacks to its computing and other electronic platforms and systems. As a recipient and provider of personal, private, or sensitive information, the University may be the target of cybersecurity incidents that could result in adverse consequences to information and systems. Cybersecurity incidents could result from unintentional events or from deliberate attacks. To mitigate the risks and consequences of cybersecurity incidents or cyber-attacks the University has invested in technological safeguards and has adopted policies and procedures to protect information as well as ensure compliance with state and federal regulations. In addition, the University maintains cybersecurity coverage in its insurance policies. The costs of remedying any damage from a cyber-attack or protecting against future attacks could be substantial and expose the University to material litigation and other legal risks. To date, the University has not experienced a material breach of cybersecurity.

INSURANCE

The University maintains liability, property, and employee fidelity insurance in amounts deemed adequate by University officials. The University has a full-time risk management staff that administers insurance coverage and claims, and reviews the adequacy of such policies and verifies the University's compliance with insurance requirements imposed by agreements, such as the Resolution. As of June 30, 2020, the total insured replacement value of the University's buildings, contents and improvements was approximately \$1,811,912,006.

The University began self-funding its medical and dental programs for active employee and retiree health starting July 1, 2005. Self-funding is a financial arrangement in which medical claims are administered by a third-party administrator, but paid directly from University funds instead of by an insurer. The financial risk of the self-funding arrangement is managed through the creation of a financial reserve established by the University to fund

unexpected claims and incurred-but-not-reported claims in the event that the self-funding arrangement is ever terminated. In addition, the University's financial exposure for unexpected claims are limited through the purchase of reinsurance (stop-loss coverage) for both individual and aggregate claim liability.

The University continues to take a proactive approach managing its health plans, including offering a High Deductible Health Plan with an HSA, expanding their coverage for wellness related services, and working with an employee advisory group to address needs and concerns of University employees.

FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the “*Legislature*”), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are included in Pledged Revenues. The following describes the University’s current financial position, along with revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See “SECURITY FOR THE SERIES 2021A BONDS.”

UNIVERSITY FINANCIAL POSITION

General. The University experienced two consecutive reductions in net position in Fiscal Years 2018 and 2019 due to a variety of factors, principally the implementation of a governmental accounting standards change and operating losses. The Fiscal Year 2018 saw a \$55.8 million decrease in net position, \$34.7 million of which was attributable to the cumulative effect of the University’s Fiscal Year 2018 adoption of GASB Statement 75, which required current recognition of the University’s net present value liability for its retiree health insurance plan (OPEB). See “EMPLOYEE RETIREMENT BENEFITS— OPEB.” herein. The remaining decrease of \$21.1 million related to the combined effect of lower revenues and increased expenses. In Fiscal Year 2019, the University experienced an additional \$19.3 million aggregate loss in net position due to revenue shortfalls that were not met with operating expense reductions.

The University began to address these financial factors in Fiscal Year 2019 with budget reductions across most units of the institution. In Fiscal Year 2020, the University implemented additional budget reductions and began an institution-wide realignment of academic and operational programs to revenues guided by the premise of retaining essential programs, while reducing or eliminating non-essential programs. The result of these and other measures was to stabilize the University’s financial position by posting an increase of \$.9 million to the net position at June 30, 2020, compared to June 30, 2019. See “APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR FISCAL YEARS ENDED JUNE 30, 2020 AND JUNE 30, 2019— Management’s Discussion and Analysis for the Year Ended June 30, 2020.”

Fiscal Year 2021 Budget. The \$14 million in budget cuts implemented in Fiscal Year 2020 became permanent base budget reductions in Fiscal Year 2021, with an additional \$8 million to account for an expected decline in tuition revenues over the next two years based on enrollment trends and the University’s agreement not to increase undergraduate tuition in Fiscal

Year 2021. The Fiscal Year 2021 budget also considers the effects of the budget holdbacks of appropriated funds and the potential uncertainties of COVID-19.

Utility Public Private Partnership. On November 2, 2020, the Board approved the University entering into a long-term lease and concession agreement (the “*Utility Concession*”) with _____ (“*NAME*”). Under the Utility Concession the University is outsourcing the operation of its principal on-campus utility systems for a 50-year term. Closing is expected to occur on December __, 2020. After deducting issuance costs and the defeasance of bonds that financed portions of the utility system, the University will deposit the upfront concession payment into a newly formed Strategic Initiatives Fund (the “*SIF*”). The SIF is controlled by a non-profit corporation whose three board members are appointed by the University. The University expects to request annual disbursements from the SIF to support the University’s efforts at its key strategic objectives—undergraduate student success, graduate enrollment and research, and awareness of the University. Additional sums may also be drawn to contribute to paying utility system costs. The University has contracted with the University of Idaho Foundation to be the custodian and investment manager of the SIF, and the SIF can be invested in a wide variety of investments.

None of the financial effects of the Utility Concession are reflected in the 2021 Budget, and the University will reflect the effects on its financial statements for Fiscal Year 2021 and thereafter. However, the University expects the Utility Concession to increase the net position of the University by virtue of the SIF being consolidated with the University’s assets, and also the reduction in indebtedness through the defeasance of bonds, offset to some degree by reporting some amount for the Utility Concession as a long term liability. **[Update in November after closing.]**

Under the Utility Concession, the University will continue to pay operating costs of the utility system and the energy supplies to the utility system such as electricity, water and natural gas, but the Utility Concession contains incentives for both the University and [NAME] to realize operational and energy consumption savings. In addition, the University will pay an annual Utility Fee. The University expects that a portion of the Utility Fee will be reflected on the University’s financial statements as an operating cost and some portion as amortization of a long-term obligation.

Concurrent with the financial close of the Utility Concession, the University defeased \$3,320,000 principal amount of its General Revenue Bonds, Series 2014, and \$19,210,000 principal amount of its General Revenue Refunding Bonds, Series 2018A.

STATE APPROPRIATIONS

Legislatively-approved State appropriations represent approximately 33% of the University’s total annual revenues for Fiscal Year 2020. Such revenues are not included as Pledged Revenues. The Legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year beginning the following July 1. The Legislature may also make adjustments to budgets and appropriations for the fiscal year during which the Legislature is meeting.

If, in the course of a Fiscal Year, the Governor determines that the expenditures authorized by the Legislature for the current Fiscal Year exceed anticipated revenues expected to be available to meet those expenditures, the Governor, by executive order, may reduce (“*Holdback*”) the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State, and the Governor may request that the Board of Examiners approve a reversion (“*Reversion*”) which would make the temporary Holdback permanent and return appropriations to the General Fund.

For Fiscal Year 2021, the Governor recommended and the Legislature approved a permanent 2% General Fund reduction to the University’s appropriation, resulting in a base budget reduction of \$1,889,400 to the University. On March 27, 2020, the Governor advised State agencies to develop plans for a one-time 5% Holdback for Fiscal Year 2021 (the “FY2021 Holdback”) in response to the expected revenue effects of COVID-19. The FY2021 Holdback was confirmed and resulted in an additional \$4,679,000 one-time reduction to the University’s budget. Due to the FY2021 Holdback, the Governor required State agencies to reflect the FY2021 Holdback and include a reduction providing a net zero increase to their budget requests. To be clear, the FY2021 Holdback will not reduce the budget for Fiscal Year 2022 and the budget will increase back to the permanent base budget.

The table below sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University for the Fiscal Years shown.

STATE GENERAL FUND APPROPRIATIONS

Fiscal Year	Total State Appropriations Colleges and Universities ⁽¹⁾	University of Idaho General Fund Appropriations ⁽²⁾⁽³⁾	University of Idaho Total State Appropriations ⁽⁴⁾	Total State General Fund ⁽¹⁾	University of Idaho % of Total State General Fund
2021 ⁽⁵⁾	\$307,079,600	\$93,596,300	\$105,334,700	\$4,062,091,300	3.28
2020	306,030,600	94,545,000	105,301,800	3,910,354,400	3.24
2019	295,763,200	92,726,900	103,225,700	3,652,724,800	3.19
2018	287,053,200	91,431,100	101,530,300	3,450,575,300	3.14

(1) Source: Sine Die Report for the respective legislative years.

(2) Source: Legislative appropriations bills for the respective legislative years: 2017 Legislature Senate Bill No. 1152, 2018 Legislature Senate Bill 1344, 2019 Legislature House Bill 267, 2020 Legislature House Bill 644.

(3) Totals do not match University Audit as the number does not reflect all State appropriations, only General Fund.

(4) Includes all State Appropriations for the University’s General Education Fund. Differs from prior disclosure due to inclusion of additional State Appropriations.

(5) Original appropriation authorized does not reflect effects of any budget reductions or holdbacks.

RESTRICTED-EXPENDABLE REVENUES

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University’s operating revenues. The use of such funds is usually restricted to specific projects. Such revenues include grants and contracts for research, public service, gifts, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these various grants, contracts, and gifts. The University’s restricted but expendable revenues

for the years ending June 30, 2019 and June 30, 2020 were \$118,580,415 and \$122,682,952, respectively.

Pledged Revenues do not include Restricted Fund Revenues. However, Pledged Revenues do include F&A Recovery Revenues, which consist of revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University. See “SECURITY FOR THE SERIES 2021A BONDS–Pledged Revenues–Facilities and Administrative Recovery Revenues” and “Historical Revenues Available for Debt Service” above.

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately \$92,135,000 for Fiscal Year 2020. Of such amount, approximately \$48,590,000 was in the form of direct student loans. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years.

BUDGET PROCESS

The University operates on an annual budget system. Its Fiscal Year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration in collaboration with the departmental faculty and other administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University administration to the Regents in August of each year.

The University's budget is approved by the Regents prior to the commencement of the Fiscal Year, usually at the June meeting. At that meeting, the Regents, in their capacity as members of the State Board of Education, approve the annual budgets for the other institutions of higher education as well.

INVESTMENT POLICY

Board policy establishes permitted investment categories for the University. See Note 3 of “APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019.” Money in Funds and Accounts established under the Resolution are required to be invested in Investment Securities, as described in “APPENDIX D– SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS – Establishment of Funds; Revenue Fund; Bond Fund; Flow of Funds; Investment of Funds.” The University has not experienced any significant investment losses or unexpected limitations on the liquidity of its short-term investments. See “APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019” for further information.

NO INTEREST RATE SWAPS

The University has not entered into, nor does it expect to enter into, any interest rate swaps or other derivative products.

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

With total assets of over \$360 million, the University of Idaho Foundation, Inc. (the “Foundation”) is the largest public foundation in the State of Idaho. The Foundation is a nonprofit corporation organized under Idaho law in 1970. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. A 25-member board of directors, elected annually by the Foundation members, manage the Foundation.

Assets managed in the Foundation’s Consolidated Investment Trust endowment pool was valued at \$288 million at the close of Fiscal Year 2020, with a 10-year annualized rate of return of 6.9%. Distributions of \$23.3 million were made to the University of Idaho for scholarships and academic programs during Fiscal Year 2020.

The University achieved its second-best fundraising year on record in Fiscal Year 2020, with approximately \$49.7 million raised. The onset of COVID-19 has impacted the fundraising industry in two ways: First, travel and in-person donor visits have been severely limited and it appears many donors are not comfortable with virtual visits. Second, the uncertainty surrounding the future health of the national and global economy has prompted delay in philanthropic communications. Even with the COVID-19 impacts, total fundraising for Fiscal Year 2020 was only down 4% from Fiscal Year 2019.

Since Fiscal Year 2004, the University has been required to discretely present the Foundation as a component unit. Financial information concerning the Foundation is contained in Note 17 to the University's audited financial statements for Fiscal Year 2020 included in Appendix A hereto.

FUTURE CAPITAL PROJECTS

The University may not undertake any capital project or long-term financing without prior Board approval. The University is not planning to issue any additional debt within the next 12 months. The following is a description of the capital projects the University is currently working on. The University does not expect to issue additional debt for any of these projects.

Center for Agriculture, Food and Environment. The Center for Agriculture, Food, and Environment (the “CAFE”) will be the country’s largest and most advanced research center targeting the dairy and allied industries. It will support a sustainable dairy production system located in a semi-arid environment in the third largest dairy producing state. CAFE’s location, herd size and research scope make it uniquely positioned to address real-world issues facing the dairy and food processing industries. CAFE is a regional model that will include a research dairy and a water & soil health demonstration farm in Rupert, Idaho; an outreach and education center in Jerome, Idaho; and a food processing plan in Twin Falls, Idaho. This \$45 million CAFE project will be financed with a direct appropriation of \$10 million from the State of Idaho, along with industry and individual contributions.

Seed Potato Research Facility. This facility, located in Moscow, will create a resource that can be utilized to expand and curate knowledge regarding the production of seed potatoes

and to support the viability, competitiveness and economic growth of the potato industry within the State of Idaho. The work conducted within this facility will directly impact production of high quality Idaho potatoes through the generation of disease-free plantlets and minitubers from new and existing varieties. It will drive the supply of safe and clean seed potatoes for commercial growers. Further, this work will result in the reduction of diseases in the industry, as it will provide the genesis for 60% of all potatoes grown in the United States. The anticipated full cost of the project is \$5.2 million, with \$3 million provided through the State Permanent Building Fund, \$1.5 million in gifts, and \$0.7 million in University funds through the College of Agriculture and Life Sciences.

Meat Science and Innovation Center. This state-of-the art facility on the Moscow campus will replace an aging College of Agriculture and Life Sciences Meat Sciences Lab and will house the meat science program and the Vandal Brand Meats retail operation. This program provides students with practical hands-on experience in meat processing along with on-the-job training in one of north central Idaho's few federally inspected livestock processing facilities. Boise-based Agri Beef, one of Idaho's best-known integrated meat processes, donated \$2 million to the project, and total fundraising to date is \$4 million of the total estimated cost of \$8 million.

Ridenbaugh Hall and School of Music Renovations. This renovation project will provide sound mitigation and isolation improvements and addresses deferred maintenance needs and outdated finishes throughout the two buildings supporting the School of Music – classrooms, practice rooms, faculty offices and a performance hall. The Music Building dates from 1950 and Ridenbaugh Hall is now the oldest building on the Moscow campus, dating from 1902. This renovation project is budgeted at \$3.7 million.

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OUTSTANDING DEBT

The University has the following debt outstanding as of January 1, 2021:

Name of Issue	Date Incurred	Final Maturity Date	Original Principal Amount	Principal Amount Outstanding
Adjustable Rate general Revenue and Refunding Bonds, Series 2011 ⁽¹⁾	2011	2041	\$60,765,000	\$50,795,000
General Revenue and Refunding Bonds, Series 2013A	2013	2033	8,745,000	1,770,000
Taxable General Revenue Bonds, Series 2013B	2013	2033	6,325,000	4,470,000
General Revenue Bonds, Series 2014	2014	2045	48,660,000	45,165,000 ⁽⁴⁾
General Revenue and Refunding Bonds, Series 2015A	2015	2026	16,280,000	8,700,000
General Revenue and Refunding Bonds, Series 2018A	2018	2041	29,145,000	29,010,000 ⁽⁴⁾
General Revenue and Refunding Bonds, Series 2020A	2020	2050	44,015,000	44,015,000
Total ⁽²⁾⁽³⁾			<u>\$213,935,000</u>	<u>\$183,925,000</u>

¹ Includes the Defeased Bonds.

² All of these Bonds are currently Outstanding under the Resolution.

³ Totals do not take into account the issuance of the Series 2021A Bonds or the defeasance and redemption of the Defeased Bonds.

⁴ Amounts do not reflect the defeasance of \$3,320,000 of the 2014 Bonds and \$19,210,000 of the 2018A Bonds, respectively, scheduled to take place on _____. [update when closing date established]

For additional information regarding the University's outstanding debt, see Notes 9 and 10 of "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019."

FINANCIAL STATEMENTS

The financial statements of the University as of and for the Fiscal Years Ended June 30, 2020 and 2019, which are included as APPENDIX A to this Official Statement, have been audited by Moss Adams LLP, independent auditors, except that the financial statements of the University's discretely presented component unit as described in Note 17 to such audited financial statements, and the University of Idaho Health Benefits Trust as described in Note 11 to such audited financial statements, were audited by other auditors, as stated in their report

appearing therein. These financial statements are the most recent audited financial statements of the University.

Moss Adams has not been engaged to perform and has not performed, since the date of such report, any procedures on the financial statements addressed in the report. Moss Adams has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

CORONAVIRUS DISEASE 2019

GENERAL

On March 13, 2020, the Governor of the State (the “Governor”) proclaimed a state of emergency throughout the State as a result of COVID-19. On March 25, 2020, the Governor issued an extreme emergency declaration and an Order to Self-Isolate (the “Stay Home Order”), requiring that people in the State cease leaving their home or place of residence except to conduct or participate in essential activities, essential government functions or to operate essential business through April 15, 2020, which Stay Home Order was extended on April 15, 2020 to continue through the end of April 2020. In addition to prohibiting all non-essential public and private gatherings, the Stay Home Order directs all businesses and governmental agencies to cease nonessential operations at physical locations in the State and orders the cessation of all non-essential travel.

On April 23, 2020, the Governor announced a four phased approach to reopening the State beginning on May 1, 2020, following the expiration of the Stay at Home Order (the “Reopening Order”). Certain syndromic, epidemiology and healthcare criteria for each stage must be met before the State advances to the next stage. Each stage is estimated to last two weeks, with the final stage estimated to begin on June 13, 2020. If the applicable criteria indicates trends are beginning to move the wrong direction, or there is evidence that a stage has adversely impacted transmission rates, stages may have to be extended or reversed. The State progressed through Stages 1, 2 and 3 in two-week intervals as originally estimated, entering Stage 4 on June 13, 2020. However, due to a surge in State COVID-19 cases, the State moved back to Stage 3 on October 26, 2020.

The terms of existing proclamations and orders, including the Reopening Order, could be extended beyond the dates specified in such proclamations or orders, and additional proclamations, orders or directions intended to address the spread of COVID-19 may be issued in the future.

More generally, the current domestic and international financial disruption has had, and is expected to continue to have, negative repercussions upon State, national and global economies. Examples of potential impacts include volatility in the securities markets, significant losses in investment portfolios, a scarcity of credit, lack of confidence in the financial sector, reduced business activity, increased consumer bankruptcies, increased business failures and bankruptcies, and increased unemployment rates.

The University cannot predict if any federal, State or local authorities will issue additional proclamations or orders that can be expected to further adversely impact economic activity or the University’s operations or revenue.

THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT.

The Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) provides an estimated \$2 trillion stimulus package to battle the effects of the COVID-19 pandemic. The State received \$1,250,000,000 from the Coronavirus Relief Fund. The CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover costs that (i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19, (ii) were not accounted for in the budget most recently approved as of March 27, 2020 for the State or government, and (iii) were incurred during the period beginning March 1, 2020, and ending on December 30, 2020.

The University received pass-through grants from the State’s CARES Act allocation in the aggregate amount of \$3,203,555. As of September 30 2020, the University has spent an estimated total of \$5 million on COVID-19 related expenditures for which the University is or will be requesting reimbursement from the State and the University expects to receive reimbursement for said expenditures this fiscal year or early next fiscal year.

The University also received \$6,905,296 from the Higher Education Emergency Relief Funds (the “HEERF Allocation”). The University was required to give at least half of the HEERF Allocation directly to students affected by COVID-19, meaning \$3,452,648 of the CARES Act Allocation has been set aside for student payments (“Student Relief Funds”). As of September 30, 2020, the University had distributed \$3,117,541 of the Student Relief Funds. Eligible students included those (i) enrolled during the spring 2020 and fall 2020 semesters, (ii) eligible for federal financing assistance (Title IV), and (iii) not enrolled in online or dual-credit courses. The remaining \$3,452,648 of the HEERF Allocation (the “General Relief Funds”) is available for institutional costs associated with significant changes to the delivery of instruction due to the coronavirus. As of September 30, 2020, the University has drawn down \$2,313,654 of the General Relief Funds.

The University continues to closely monitor the proclamations from federal authorities regarding actions the University can take to address COVID-19, as well as continues to take advantage of federal resources intended to provide relief to the University in its actions and efforts to address COVID-19.

UNIVERSITY’S ON CAMPUS PLAN FOR 2020-2021 ACADEMIC YEAR

The University has implemented its own COVID-19 testing lab on its main campus, in addition to a comprehensive list of protocols, procedures and policies to make the University’s main campus as safe as possible. Such protocols and procedures have impacted all aspects of campus life and education.

Academics. The University returned to in-person education using a “hyflex” instruction model at its main campus on August 24, 2020 for the start of the Fall 2020 semester. Due to likely travel during the fall break, in-person class delivery ended on November 20, 2020 and resumed on November 30, 2020 using exclusively online and remote delivery methods. Spring semester is currently scheduled for the same in-person hyflex model delivery, with the potential for a switch to exclusively online and remote delivery after spring break. **[Need to confirm/update closer to date of posting.]**

Campus Access. All University locations remained open during the fall 2020 semester, even after fall break when classes moved to online and remote delivery. Students were encouraged to stay away from campus if they left Moscow, Idaho. Campus offices remained open. Fraternity and sorority chapter facility access was determined by each organization.

Residence. In consultation with local public health personnel and recommendations from the national collegiate housing association, the University also opened its residence halls for the fall 2020 semester. Rooms in some of the University's residence halls were converted to single rooms in an effort to reduce population density. Face coverings are required in all public spaces in University residence halls.

Residential Dining. Students were offered limited dining, with more to-go options. Sodexo, the University's food service provider, created a mobile app allowing students to order food in advance and pick it up at designated locations.

Athletics. University student athletes were required to self-quarantine before returning to campus in the summer of 2020. Student athletes, upon clearance, were then allowed to participate in different activities based on their individual sport and what was allowed with NCAA and conference rules at that time. Several changes have been made to practice, strength and film sessions. **[update on current status of seasons closer to posting?]**

BUDGET AND REVENUE EFFECTS

The University does not currently anticipate having to make additional changes to its Fiscal Year 2021 budget. However, the University does expect that reductions to its Fiscal Year 2022 budget will be necessary.

EFFECT ON SERIES 2021A BONDS

The University's Bonds, including the Series 2021 Bonds, are secured by a general pledge of revenues as discussed herein. See "SECURITY FOR THE SERIES 2021A BONDS—Pledged Revenues." Although the full effects of COVID-19 cannot be predicted with certainty, COVID-19 and related social distancing measures in response to COVID-19 are having an adverse effect on University revenues, as they are throughout the county. Nonetheless, the full extent of the direct and indirect impacts of COVID-19 related financial disruption on the University is currently unknown and the future impact of the COVID-19 pandemic on the University cannot be reasonably estimated at this time.

TAX MATTERS

SERIES 2021A BONDS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described below: (i) interest on the Series 2021A Bonds [(including any original issue discount properly allocable to the owner of a Series 2021A Bond)] is excluded from gross income pursuant to Section 103 of the Tax Code; (ii) interest on the Series 2021A Bonds is not a specific preference item for the purposes of the federal alternative minimum tax as defined in Section 55(b)(2) of the Tax Code; and (iii) interest on the Series 2021A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho.

The Tax Code imposes several requirements which must be met with respect to the Series 2021A Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income. Certain of these requirements must be met on a continuous basis throughout the term of the Series 2021A Bonds. These requirements include: (a) limitations as to the use of proceeds of the Series 2021A Bonds; (b) limitations on the extent to which proceeds of the Series 2021A Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the Series 2021A Bonds above the yield on the Series 2021A Bonds to be paid to the United States Treasury. The exclusion of interest on the Series 2021A Bonds from gross income for Idaho income tax purposes is dependent on the interest on the Series 2021A Bonds being excluded from gross income for federal income tax purposes. The University will covenant and represent that it will take all steps to comply with the requirements of the Tax Code to the extent necessary to maintain the exclusion of interest on the Series 2021A Bonds from gross income and alternative minimum taxable income under such federal income tax laws in effect when the Series 2021A Bonds are delivered. Bond Counsel's opinion as to the exclusion of interest on the Series 2021A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income is rendered in reliance on these covenants, and assumes continuous compliance therewith. The failure or inability of the University to comply with these requirements could cause the interest on the Series 2021A Bonds to be included in gross income (for federal and Idaho income tax purposes), alternative minimum taxable income or both from the date of issuance. Bond Counsel's opinion also is rendered in reliance upon certifications of the University and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

The Tax Code contains numerous provisions which may affect an investor's decision to purchase the Series 2021A Bonds. Owners of the Series 2021A Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the Series 2021A Bonds made to any owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406, or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. With respect to any of the Series 2021A Bonds sold at a premium, representing a difference between the original offering price of those Series 2021A Bonds and the principal amount thereof payable at maturity, under certain circumstances, an initial owner of such bonds (if any) may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner's acquisition cost. Bond Counsel's opinion relates only to the exclusion of interest on the Series 2021A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal or state tax consequences arising from the receipt or accrual of interest on or ownership of the Series 2021A Bonds. Owners of the Series 2021A Bonds should consult their own tax advisors as to the applicability of these consequences.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the Series 2021A Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the Series 2021A Bonds, the exclusion of interest on the Series 2021A Bonds from gross income (for federal and Idaho income tax purposes) or alternative minimum taxable income or both from the date of issuance of the Series 2021A Bonds or any other date, the tax value of that exclusion for different classes of taxpayers from time to time, or that could result in other adverse tax consequences. In addition, future court actions or regulatory decisions could affect the tax treatment or market value of the Series 2021A Bonds. Owners of the Series 2021A Bonds are advised to consult with their own tax advisors with respect to such matters.

The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether or not the Service will commence an audit of the Series 2021A Bonds. If an audit is commenced, the market value of the Series 2021A Bonds may be adversely affected. Under current audit procedures the Service will treat the University as the taxpayer and the Series 2020A Bond owners may have no right to participate in such procedures. The University has covenanted not to take any action that would cause the interest on the Series 2021A Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income for the owners thereof for federal income tax purposes. None of the University, the Underwriter, or Bond Counsel is responsible for paying or reimbursing any Series 2020A Bond holder with respect to any audit or litigation costs relating to the Series 2021A Bonds.

[Premium Bonds. The initial public offering price of certain maturities of the Series 2021A Bonds (the “Premium Bonds”), as shown on the inside cover page, are issued at original offering prices in excess of their original principal amount. The difference between the amount of the Premium Bonds at the original offering price and the principal amount payable at maturity represents “bond premium” under the Tax Code. As a result of requirements of the Tax Code relating to the amortization of bond premium, under certain circumstances an initial owner of a Premium Bond may realize a taxable gain upon disposition of such a bond, even though such bond is sold or redeemed for an amount equal to the original owner’s cost of acquiring such bond. All owners of Series 2021A Bonds are advised that they should consult with their own tax advisors with respect to the tax consequences of owning and disposing of Series 2021A Bonds, whether the disposition is pursuant to a sale of the Series 2021A Bonds or other transfer, or redemption.

Original Issue Discount. The initial public offering price of certain maturities of the Series 2021A Bonds (the “Discount Bonds”), as shown on the inside cover page hereof, is less than the amount payable on such Series 2021A Bonds at maturity. The difference between the amount of the Discount Bonds payable at maturity and the initial public offering price of the Discount Bonds will be treated as “original issue discount” for federal income tax purposes. The original issue discount on the Discount Bonds is treated as accruing over the respective terms of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on April 1 and October 1

with straight line interpolation between compounding dates. In the case of a purchaser who acquires the Discount Bonds in this offering, the amount of original issue discount accruing each period (calculated as described in the preceding sentence) constitutes interest which is excluded from gross income, alternative minimum taxable income and Idaho taxable income under the conditions and subject to the exceptions described in the preceding paragraphs and will be added to the owner's basis in the Discount Bonds. Such adjusted basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale or payment at maturity).

Beneficial Owners who purchase Discount Bonds in the initial offering at a price other than the original offering price shown on the inside cover page hereof and owners who purchase Discount Bonds after the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds. Beneficial Owners who are subject to state or local income taxation (other than Idaho state income taxation) should consult their tax advisor with respect to the state and local income tax consequences of ownership of the Discount Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.]

MUNICIPAL ADVISOR

The Regents have retained PFM Financial Advisors LLC as its municipal advisor (the "*Municipal Advisor*") in connection with the issuance of the Series 2021A Bonds. The Municipal Advisor has not been engaged to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent advisory firm and may not acquire any portion of the Series 2021A Bonds from the University as principal or as a syndicate member.

UNDERWRITING

The Series 2021A Bonds are being purchased by the Underwriter. The purchase contract provides that the Underwriter will purchase all of the Series 2021A Bonds, if any are purchased, at a price of \$_____, representing the aggregate principal amount of the Series 2021A Bonds, plus original issuance premium of \$_____, and less an Underwriter's discount of \$_____.

The Underwriter may offer and sell the Series 2021A Bonds to certain dealers (including dealers depositing the Series 2021A Bonds in investment trusts) and others at prices lower than the initial offering prices (or prices corresponding to the yields) stated on the inside cover page hereof.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with

the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group ("WFBNA"), the sole underwriter of the Series 2021A Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2021A Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2021A Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2021A Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

Wells Fargo Bank, National Association is serving as underwriter, trustee, paying agent and dissemination agent for the Series 2021A Bonds and escrow agent for the Defeased Bonds. Wells Fargo Bank, National Association will be compensated separately for serving in each capacity.

RATINGS

Moody's Investors Service has assigned its municipal rating of "___" to the Series 2021A Bonds.

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the Series 2021A Bonds.

LITIGATION

The University has reported that, as of the date hereof, there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance or sale of the Series 2021A Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the Series 2021A Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University. Certain matters will be passed on for the Underwriter by its counsel Kutak Rock LLP.

APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the Series 2021A Bonds are subject to the approval of Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of APPENDIX F hereto will be

delivered with the Series 2021A Bonds. Certain legal matters will be passed upon for the University by the Office of General Counsel. Certain matters will be passed upon by Hawley Troxell Ennis & Hawley LLP, in its role as disclosure counsel to the University.

CONTINUING DISCLOSURE

The University will enter into a Continuing Disclosure Undertaking (the “*Undertaking*”) for the benefit of the Beneficial Owners of the Series 2021A Bonds. Pursuant to the Undertaking, the University will agree to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “*Rule*”) adopted by the Securities and Exchange Commission. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX E to this Official Statement.

(Remainder of page intentionally left blank.)

The University has materially complied with its continuing disclosure undertakings in the last five years. The University has taken steps to ensure timely future compliance. A failure by the University to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2021A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2021A Bonds and their market price.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By _____
Vice President for Finance and Administration

APPENDIX A
AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019

(See attached)

APPENDIX B
SCHEDULE OF STUDENT FEES

University of Idaho Tuition and Fee Schedule
Academic Years as Indicated
As Approved by the State Board of Education

5-Year History of Student Tuition (Matriculation) and Fees - FY 2015 through FY 2019

	FY2017	FY2018	FY2019	FY2020	FY2021
A. Undergraduate Tuition:					
Full-Time Resident Undergraduate Tuition	\$ 2,581.16	\$ 2,673.07	\$ 2,889.22	\$ 3,090.90	\$ 3,090.90
Full-Time Non-Resident Undergraduate Tuition	9,985.16	10,835.07	11,707.22	12,708.90	12,708.90
Part-Time Resident Undergraduate Tuition	302.00	311.73	347.50	368.00	368.00
Part-Time Non-Resident Undergraduate Tuition	1,042.00	1,128.73	1,229.50	1,330.00	1,330.00
B. Graduate Tuition:					
Full-Time Resident Graduate Tuition	\$ 3,230.16	\$ 3,361.07	\$ 3,633.22	\$ 3,876.90	\$ 3,876.90
Full-Time Non-Resident Graduate Tuition	10,634.16	11,523.07	12,451.22	13,494.90	13,494.90
Part-Time Resident Graduate Tuition	414.00	429.73	474.50	502.00	502.00
Part-Time Non-Resident Graduate Tuition	1,237.00	1,336.73	1,453.50	1,571.00	1,571.00
C. Fees (See Fee Details in H. and I. Below):					
Full-Time Fees	\$ 1,034.84	\$ 1,070.93	\$ 1,042.78	\$ 1,061.10	\$ 1,061.10
Part-Time Fees	60.00	62.27	45.50	47.00	47.00
Summary: Total Combined Tuition and Fees					
D. Undergraduate (A. + C.):					
Full-Time Resident Undergraduate Tuition & Fees	\$ 3,616.00	\$ 3,744.00	\$ 3,932.00	\$ 4,152.00	\$ 4,152.00
Full-Time Non-Resident Undergraduate Tuition & Fees	11,020.00	11,906.00	12,750.00	13,770.00	13,770.00
Part-Time Resident Undergraduate Tuition & Fees	362.00	374.00	393.00	415.00	415.00
Part-Time Non-Resident Undergraduate Tuition & Fees	1,102.00	1,191.00	1,275.00	1,377.00	1,377.00
E. Graduate (B. + C.):					
Full-Time Resident Graduate Tuition & Fees	\$ 4,265.00	\$ 4,432.00	\$ 4,676.00	\$ 4,938.00	\$ 4,938.00
Full-Time Non-Resident Graduate Tuition & Fees	11,669.00	12,594.00	13,494.00	14,556.00	14,556.00
Part-Time Resident Graduate Tuition & Fees	474.00	492.00	520.00	549.00	549.00
Part-Time Non-Resident Graduate Tuition & Fees	1,297.00	1,399.00	1,499.00	1,618.00	1,618.00
F. Professional Fees: Paid in addition to above tuition and fees					
Law Fee Full-Time	\$ 5,067.00	\$ 5,442.00	\$ 5,817.00	\$ 6,192.00	\$ 6,442.00
Law Fee Part-Time	563.00	605.00	646.00	688.00	716.00
Art & Architecture Full-Time Undergraduate	623.00	651.00	651.00	675.00	695.00
Art & Architecture Part-Time Undergraduate	62.00	65.00	65.00	68.00	77.00
Art & Architecture Full-Time Graduate	623.00	651.00	651.00	675.00	695.00
Art & Architecture Part-Time Graduate	69.00	72.00	72.00	75.00	77.00
G. Other					
In-Service Fee - Undergraduate	\$ 110.00	\$ 114.00	\$ 122.00	\$ 129.00	\$ 129.00
In-Service Fee - Graduate	138.00	143.00	160.00	170.00	170.00
Western Undergraduate Exchange Fee	1,808.00	1,872.00	1,966.00	2,076.00	2,076.00
H. Full-Time Fee Details:					
Facility Fee	\$ 410.25	\$ 410.25	\$ 395.81	\$ 410.81	\$ 410.81
Student Computing and Network Access Fee	62.70	82.70	82.78	82.70	82.70
Activity Fees/Dedicated Fees	561.89	577.98	564.27	567.59	567.59
Total Full-Time Fees	\$ 1,034.84	\$ 1,070.93	\$ 1,042.86	\$ 1,061.10	\$ 1,061.10
I. Part-Time Fee Details:					
Facility Fee	\$ 20.20	\$ 20.20	\$ 20.20	\$ 21.70	\$ 21.70
Student Computing and Network Access Fee	6.00	8.27	8.27	8.27	8.27
Activity Fees/Dedicated Fees	33.80	33.80	17.03	17.03	17.03
Total Part-Time Fees	\$ 60.00	\$ 62.27	\$ 45.50	\$ 47.00	\$ 47.00

**APPENDIX C
GLOSSARY OF TERMS USED
IN THE RESOLUTION AND OFFICIAL STATEMENT**

(See attached)

Except as otherwise expressly provided in the Resolution, as supplemented by Supplemental Resolutions, including the Supplemental Resolution authorizing the Series 2020A Bonds (hereinafter the “2020A Supplemental Resolution”), or this Official Statement or unless the context otherwise requires, the following terms shall have the following meanings:

Accountant’s Certificate shall mean a certificate signed by an independent certified public accountant of recognized standing or a firm of independent public accountants of recognized standing, selected by the University and acceptable to the Trustee (which acceptance shall not be unreasonably withheld), who may be the accountant or firm of accountants who regularly audit the books of the University, provided that, if the Trustee shall fail to so accept, it shall deliver to the University a statement of its reasons for such nonacceptance.

Act shall mean the Educational Institutions Act of 1935, codified in Title 33, Chapter 38, Idaho Code, as the same shall be amended from time to time.

Activity Center Complex Fee means the activity center complex fee imposed upon full and part time students attending the University.

Activity Fees shall include such fees designated and set from time to time by the Regents or the University, imposed upon each full-time and part-time on-campus student in attendance at the University for a activities at the University. Currently such fees include: ASUI general, alumni association fee, campus card, cheerleader program, college dedicated fee, Commons/Union operations, fine arts, intercollegiate athletics, intramural/locker/recreational services, Kibbie Center operations (stadium), marching band, minority student program, sales tax, student advisory services, student recreation center operations, student benefits, health and wellness, and student health services.

Additional Bonds shall mean any bonds which the University may issue pursuant to Section VII of the Resolution secured by all or a portion of the Pledged Revenues, as may be amended from time to time.

Arena Project means the construction of the Idaho Central Credit Union Arena to be located on the campus of the University in Moscow, Idaho, a portion of which shall be financed with proceeds of the Series 2020A Bonds.

Authorized Officer of the University shall mean the Bursar or a representative designated by the Bursar.

Auxiliary Enterprises shall mean all facilities of the University generating Sales and Services Revenues, including the Housing System, Parking System, Non-Residential Food Service System, Bookstore, and recreational and event facilities.

Beneficial Owner(s) shall mean the owners of Bonds and any Additional Bonds issued pursuant to the Resolution, whose ownership is recorded under the Book-Entry-Only System maintained by the Securities Depository as described in the Resolution.

Bond Fund shall mean the fund created by the Resolution, consisting of the Debt Service Account.

Bond Register shall mean the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Bonds and any Additional Bonds.

Bond Resolution or Resolution shall mean the Bond Resolution adopted by the Regents on November 22, 1991, providing for the issuance of General Revenue Bonds, as from time to time amended and supplemented by Supplemental Resolutions.

Bond Year means the one-year period (or, in the case of the first Bond Year, the shorter period from the date of issue of the Bonds) selected by the University. If no date is selected by the University within five years of

the date of delivery of a series of Bonds, each Bond Year shall end at the close of business on the date preceding the anniversary of the date of delivery of a series of Bonds.

Bonds shall mean, collectively, the Bonds issued pursuant to the Resolution and Additional Bonds issued pursuant to any Supplemental Resolutions.

Book-Entry System shall mean the book-entry system of registration of the Bonds and any Additional Bonds as described in the Resolution.

Bookstore means the University's bookstore facilities located on the Moscow campus, in which books, supplies and merchandise are sold.

Build-America-Bonds means the interest subsidy bonds issuable by the University under Sections 54AA and 6431 of the Code and a "qualified bond" under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

Bursar means the officer so designated by the University as chief financial officer of the University, currently the Vice President for Finance and Administration of the University, including any acting Bursar designated by the University.

Business Day shall mean a day, other than Saturday or Sunday, on which banks located in the state of Idaho, or in the city where the principal corporate trust office of the Trustee is located, are open for the purpose of conducting commercial banking business.

Cede & Co. shall mean Cede & Co., as nominee of DTC.

Code shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

Construction Fund shall mean the special account created by the Resolution, from which the Costs of Acquisition and Construction of a Project shall be paid.

Cost of Acquisition and Construction, with respect to a Project, shall include together with any other proper item of cost not specifically mentioned therein, the cost of demolition, the cost of acquisition and construction of the Project and the financing thereof, the cost, whether incurred by the University or another, of field surveys and advance planning undertaken in connection with the Project, and the cost of acquisition of any land or interest therein required as the sites thereof or for use in connection therewith, the cost of preparation of the sites thereof and of any land to be used in connection therewith, the cost of any indemnity and surety bonds and insurance premiums, allocable administrative and general expenses of the University, allocable portions of inspection expenses, financing changes, legal fees, and fees and expenses of financial advisors and consultants in connection therewith, cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, the cost of utilities, architectural services, design, plans, specifications and surveys, estimates of cost, the payment of any notes of the University (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Project and payable from the proceeds of the Bonds or any Additional Bonds, and all other expenses necessary or incident to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incident to the construction and acquisition of the Project, the financing thereof and the placing of the same in use and operation.

Cost(s) of Issuance shall mean printing, rating agency fees, legal fees, underwriting fees, fees and expenses of the Trustee, bond insurance premiums, if any, and all other fees, charges, and expenses with respect to or incurred in connection with the issuance, sale, and delivery of a series of Bonds.

Debt Service for any period shall mean, as of any date of calculation, an amount equal to the Principal Installment and interest accruing during such period on the Bonds, plus any Payment due under a Parity Payment Agreement. Such Debt Service on the Bonds shall be calculated on the assumption that no portion of the Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of the Principal Installment on the Bonds on the due date thereof. For any Series of Variable Rate Bonds bearing interest at a variable rate which cannot be ascertained for any particular Fiscal Year, it shall be assumed that such Series of Variable Rate Bonds will bear interest at a fixed rate equal to the higher of (i) the average of the variable rates applicable to such Series of Variable Rate Bonds during any twenty-four month period ending within thirty (30) days prior to the date of computation, or (ii) 110% of the Bond Buyer 25 Revenue Bond Index most recently published prior to the computation date but bearing interest at a fixed rate. There shall be excluded from “Debt Service” (i) interest on Bonds (whether Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest is available to pay such interest, and (ii) principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 57-504, Idaho Code, and such proceeds or the earnings thereon are required to be applied to pay such principal (subject to the possible use to pay the principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such principal.

Debt Service Account shall mean the account of that name created within the Bond Fund by the Resolution.

Delegated Officer means the Vice President for Finance and Bursar or the President of the University.

Delegation Certificate means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the Series 2021A Bonds upon the sale thereof.

Direct Obligations means noncallable Government Obligations.

DTC means The Depository Trust Company, New York, New York.

DTC Participants shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

Educational Activities Revenues include revenues generated incidentally to the conduct of instruction, research and public service activities, such as unrestricted revenues generated by the University’s testing and training services, labs, sales of scientific materials, sales of miscellaneous services and products, and agriculture and forest products.

Escrow Account means the account established under the 2021 Supplemental Resolution into which shall be deposited certain proceeds from the sale of the Series 2021A Bonds in accordance with the 2021 Supplemental Resolution.

Escrow Agent shall mean Wells Fargo Bank, N.A., or its successor in function, as now or hereafter designated, which shall supervise the Escrow Account and the Investment Securities, as defined in the Escrow Agreement.

Escrow Agreement means the agreement between the University and Trustee, as Escrow Agent, authorized by the 2021 Supplemental Resolution, dated the date of delivery of the Series 2021A Bonds, and providing for the defeasance and purchase of the 2011 Bonds.

Event of Default shall mean one or more of the events enumerated in the Resolution and described in Appendix D - “EVENTS OF DEFAULT AND REMEDIES OF REGISTERED OWNERS.”

F&A Recovery Revenues shall mean the revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University.

Facility Fees shall include such fees designated and set from time to time by the Regents or the University, imposed upon each full-time and part-time on-campus student in attendance at the University for facilities at the University. Currently such fees consist of the Student Building Fee, the Residential Campus Development Fee, the Recreation Center Fee, and the Activity Center Complex Fee.

Fiscal Year shall mean the annual accounting period of the University, beginning July 1 in a year and ending June 30 of the following year.

General Account Appropriated Funds shall mean general account appropriated funds of the State of Idaho which in accordance with governmental accounting standards and the University's audited financial statements are treated as non-operating revenues and accordingly such revenues are not included in the definition of Other Operating Revenues for purposes of generating Pledged Revenues under the Resolution, and in any event are excluded from Pledged Revenues.

General Revenue Bond System means the single revenue bond system created under the Resolution under which the Series 2020A Bonds shall be issued and Additional Bonds may be issued.

Generally Accepted Accounting Principles shall mean those accounting principles applicable in the preparation of financial statements of business corporations as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

Government Obligations means solely one or more of the following:

- (a) State and Local Government Series issued by the United States Treasury ("SLGS");
- (b) United States Treasury bills, notes and bonds, as traded on the open market;
- (c) Zero Coupon United States Treasury Bonds; and
- (d) Any other direct obligations of or obligations unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as "REFCORP strips").

Housing System shall mean the University's system of (i) on campus, student group housing facilities and related and facilities, including family student housing; and (ii) the Residence Hall System.

Investment Income shall include investment earnings on all unrestricted University funds and accounts.

Investment Securities shall mean and include any securities authorized to be acquired by the Treasurer of the State of Idaho pursuant to Section 67-1210 and 67-1210A, Idaho Code, or any successor Code section specifying legal investments.

Mandatory Redemption Amount(s) shall mean the mandatory deposits established for Bonds as designated in a Supplemental Resolution. The portion of any Mandatory Redemption Amount remaining after the deduction of any amounts credited pursuant to the Resolution (or the original amount of any such Mandatory Redemption Amount if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Mandatory Redemption Amount for the purpose of calculation of Mandatory Redemption Amounts due on a future date.

Maximum Annual Debt Service shall mean an amount equal to the greatest annual Debt Service with respect to the Bonds for the current or any future Bond Year.

Net Proceeds, when used with reference to any series of Bonds, shall mean the aggregate principal amount of the series of Bonds, less the Costs of Issuance.

Noninsured Bonds means any Bonds issued under the Resolution that shall not be insured as to the payment of principal and interest by a policy of bond insurance.

Non-Residential Food Service System means the University's system of providing food services for the University's students, faculty, staff, employees and invited guests at all University facilities on the Moscow campus, excluding board charges for food service in the University's Residence Hall System.

Other Fees shall consist of the graduate/professional fee, law college dedicated fee, architecture school dedicated fee, non-resident tuition, in service teacher education fee, and the western undergraduate education fee, general education fees for part-time and summer students which are currently designated by the Regents as the "Part-time Educational Fee" and "Summer School Fee" and such other fees as the University shall hereafter establish.

Other Operating Revenues shall mean revenues received by the University generated from miscellaneous sources, i.e., fines and rent/lease revenues.

Outstanding, when used with reference to the Bonds, as of any particular date, shall mean the Bonds which have been issued, sold and delivered under the Resolution, except (i) the Bonds (or portion thereof) cancelled because of payment or redemption prior to their stated date of maturity, and (ii) the Bonds (or portion thereof) for the payment or redemption of which there has been separately set aside and held money for the payment thereof.

Parking Fees shall mean the fees for use of the Parking System charged to students, faculty, and employees of the University, as established by the Regents and as the same may from time to time be amended in accordance with procedures established by the Regents.

Parking System shall mean the on-campus parking system at the University campus in Moscow, Idaho.

Payment Date shall mean the date upon which a payment of Debt Service on the Bonds shall be due and payable.

Pledged Revenues shall include: (i) Student Fees; (ii) Sales and Services Revenues; (iii) the F&A Recovery Revenues; (iv) Other Operating Revenues; (v) Investment Income; (vi) Direct Payments; (vii) proceeds from the sale of a Series of Bonds and moneys and investment earnings thereon, except as otherwise provided in this Bond Resolution or a Supplemental Resolution; and (viii) such other revenues as the Regents shall designate as Pledged Revenues.

Notwithstanding the above definition and, in particular, notwithstanding clause (viii) of the above paragraph, in no event shall Pledged Revenues include (i) General Account Appropriated Funds or (ii) Restricted Fund Revenues.

President shall mean the president of the Regents.

Principal Installment shall mean, as of any date of calculation and with respect to any series of Bonds then Outstanding, (A) the principal amount of Bonds of such series due on a certain future date for which no Mandatory Redemption Amounts have been established, or (B) the unsatisfied balance (determined as provided in the definition of Mandatory Redemption Amount in this section) of any Mandatory Redemption Amount due on a certain future

date for Bonds of such series, plus the amount of the mandatory redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to such unsatisfied balance of such Mandatory Redemption Amount, or (C) if such future dates coincide as to different Bonds of such series, the sum of such principal amount of Bonds and of such unsatisfied balance of such Mandatory Redemption Amount due on such future date plus such applicable redemption premiums.

Private Person shall mean any natural person engaged in a trade or business, the United States of America or any agency thereof, or any trust, estate, partnership, association, company or corporation. A state or local governmental unit is not a private person.

Private Person Use shall mean the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a de minimis fee to cover custodial expenses.

Project shall mean any "project" as defined in the Act that is financed with the proceeds of Bonds or Additional Bonds issued under the Resolution.

Project Account shall mean an account established by the Trustee within the Construction Fund for a Project.

Rebate Fund means the fund by that name established by the Resolution.

Record Date shall mean the 15th day of the calendar month next preceding any interest payment date, as provided in the Resolution.

Recreation Center Fee means the recreation facility fee imposed upon full and part time students attending the University as assessed by the Regents.

Regents shall mean The Regents of the University of Idaho.

Registered Owner or Owner(s) shall mean the person or persons in whose name or names the Bonds shall be registered in the Bond Register maintained by the Trustee in accordance with the terms of the Resolution.

Replacement Bonds shall mean the Bonds described as such in the Resolution, and any Additional Bonds issued as Replacement Bonds in accordance therewith.

Representations Letter means the Blanket Letter of Representations from the University to DTC.

Residence Hall System means the University's on-campus residence hall housing facilities, including the Wallace Residence Hall and Cafeteria Complex, the McConnell Residence Hall, the Gault-Upham Residence Hall and the Theophilus Tower Residence Hall, and food service and dining facilities and related and subordinate facilities.

Resolution or Bond Resolution shall mean the Resolution adopted by the Regents on November 22, 1991, as from time to time supplemented by Supplemental Resolutions.

Restricted Fund Revenues shall mean all revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships.

Revenue Fund shall mean the Revenue Fund established by the Resolution.

Sales and Services Revenues shall include all revenues generated through operations of the Auxiliary Enterprises and the Educational Activities Revenues.

Secretary means the secretary of the Regents.

Securities Depository shall mean DTC, or any successor Securities Depository appointed pursuant to the Resolution.

Series 2021A Bonds means the \$ _____ principal amount of General Revenue and Refunding Bonds, Series 2021A, of the University authorized by the 2021A Supplemental Resolution to refinance certain of the 2011A Bonds.

Student Building Fee means the Student Building Fee designated and set from time to time by the Regents, imposed upon each full-time and part-time on-campus student in attendance at the University.

Student Fees shall consist of the Tuition Fee, the Activity Fees, the Facility Fees, the Technology Fee, and the Other Fees.

Supplemental Resolution means any resolution amending or supplementing the terms of the Resolution in full force and effect which has been duly adopted and approved by the University under the Act; but only if and to the extent that such Supplemental Resolution is adopted in accordance with the provisions of the Resolution.

Technology Fee shall include the Student Computing and Network Access Fee to support the University's technological operations, as assessed against full-time and part-time students at the University and as said fees now exist and may hereafter be revised by the Regents or the University.

Trustee shall mean Wells Fargo Bank, N.A., which shall also act as bond registrar, authenticating agent, paying agent and transfer agent with respect to the Series 2020A Bonds, or its successors in functions, as now or hereafter designated.

Tuition Fee shall mean the student tuition established by the Regents. Tuition Fees are defined as the fees charged for any and all educational costs at the University. Tuition Fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

2011A Bonds means certain maturities of the University's Adjustable Rate General Revenue Refunding Bonds, Series 2011, in the original aggregate principal amount of \$60,765,000

2021A Costs of Issuance Fund means the account created under the 2020A Supplemental Resolution, to be established, held and administered by the University or Trustee, as applicable, from which the Costs of Issuance of the Series 2020A Bonds shall be paid.

2010A Supplemental Resolution means the Supplemental Resolution of the University adopted on December 16, 2020, authorizing the Series 2021A Bonds.

University shall mean the University of Idaho, at Moscow, Idaho, a body politic and corporate pursuant to the provisions of Article 9, Section 10, Idaho Constitution and Section 33-2801, Idaho Code.

Written Certificate of the University shall mean an instrument in writing signed on behalf of the University by a duly authorized officer thereof. Every Written Certificate of the University, and every certificate or opinion of counsel, consultants, accountants or engineers provided for in the Resolution shall include: (A) a statement that the person making such certificate, request, statement or opinion has read the pertinent provisions of the Resolution to which such certificate, request, statement or opinion relates; (B) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, request, statement or opinion is based; (C) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (D) with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

APPENDIX D
SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

(See attached)

The following is a summary of certain provisions of the Resolution as supplemented by Supplemental Resolutions, including the Supplemental Resolution adopted December 16, 2020 (the “2021A Supplemental Resolution”), and is not to be considered a full statement thereof. Reference is made to the Resolution and the 2021A Supplemental Resolution. The Resolution and all Supplemental Resolutions are on file at the University or the office of the Trustee. *See also* “THE SERIES 2021A BONDS” and “SECURITY FOR THE SERIES 2021A BONDS” in the body of the Official Statement.

GENERAL PROVISIONS RELATING TO THE BONDS

Authorization of Bonds

Bonds designated as “General Revenue Bonds” are authorized to be issued by the University under the Resolution. The maximum principal amount of the Bonds which may be issued is not limited; provided, however, that the University reserves the right to limit or restrict the aggregate principal amount of the Bonds which may at any time be issued or Outstanding under the Resolution. Bonds may be issued in such Series as from time to time shall be established and authorized by the University subject to the provisions of the Resolution. The Bonds may be issued in one or more Series pursuant to one or more Supplemental Resolutions. The designation of the Bonds shall include, in addition to the name “General Revenue Bonds,” such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the University may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs. Each Bond shall recite in substance that it is payable from and secured by the Pledged Revenues of the University pledged for the payment thereof.

Terms of Bonds

The principal of and interest on, and the redemption price of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee or of any paying agent at the option of a Registered Owner. Payment of interest on any fully registered Bond shall be (i) made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner, or (ii) with respect to units of \$500,000 or more of Bonds, made by wire transfer to the Registered Owner as of the close of business on the Record Date next preceding the interest payment date if such Registered Owner shall provide written notice to the Trustee not less than fifteen (15) days prior to such interest payment date at such wire transfer address as such Registered Owner shall specify, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the Registered Owners in whose name any such Bond is registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

The Bonds of any Series may be issued only in fully registered form without coupons in authorized denominations.

Execution of Bonds

The Bonds shall be signed on behalf of the Regents by the manual or facsimile signature of its President, attested by the manual or facsimile signature of its Secretary, and countersigned by the manual or facsimile signature of the Bursar of the University, and the seal of the University shall be thereunto affixed by the Secretary of the Regents, which may be by a facsimile of the University’s seal which is imprinted upon the Bonds.

Transfer or Exchange of Bonds

Any Bond shall be transferable by the Registered Owner thereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of such Bond at the principal corporate trust office of the Trustee for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor; provided, however, the Trustee shall not be required to transfer the Bonds within fifteen (15) calendar days of a principal or interest payment.

Lost, Stolen, Mutilated or Destroyed Bonds

In case any Bond shall be lost, stolen, mutilated or destroyed, the Trustee may authenticate and deliver a new Bond or Bonds of like date, denomination, interest rate, maturity, number, tenor and effect to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the University and the Trustee in connection therewith and upon his filing with the University and the Trustee evidence satisfactory to the University and the Trustee of his ownership thereof, and upon furnishing the University and the Trustee with indemnity satisfactory to the University and the Trustee.

Registration

In the Resolution, the University adopts a system of registration with respect to the Bonds as required by Title 57, chapter 9, Idaho Code, as amended.

Notice of Redemption

A. Notice of Redemption. Notice of any redemption of Bonds shall be sent by the Trustee by first-class mail, postage prepaid, not less than thirty-five (35) nor more than sixty (60) days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register. This requirement shall be deemed to be complied with when notice is mailed as provided, regardless of whether or not it is actually received by the Registered Owner of any Bond to be redeemed.

B. Effect of Redemption. When so called for redemption, such Bonds shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Bonds shall not be deemed to be Outstanding as of such redemption date.

C. Voluntary Redemption Notice. In addition to the notice required by subsection A above, further notice may be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in said subsection A.

(1) Each further notice of redemption given may contain the following information:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee;

(f) the CUSIP numbers of all Bonds being redeemed;

(g) the date of issue of the Bonds as originally issued;

(h) the rate of interest borne by each Bond being redeemed;

(i) the maturity date of each Bond being redeemed; and

(j) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption may be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to:

(a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, such depositories being:

(i) Depository Trust Company, New York, New York; and

(ii) Philadelphia Depository Trust Company, Philadelphia, Pennsylvania; and to

(iii) Midwest Depository Trust Company, Chicago, Illinois.

(b) one or more of the national information services that disseminate notices of redemption of obligations such as the Bonds (such as Moody's Municipal and Government or Standard & Poor's Called Bond Record).

(3) Each such further notice may be published one time in The Bond Buyer, published in New York, New York, or, if such publication is impractical or unlikely to reach a substantial number of the Registered Owners of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

(4) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

D. Open Market Purchase. In the Resolution, the University reserves the right to purchase the Bonds on the open market at a price equal to or less than par. In the event the University purchases Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, Bonds so purchased shall be credited at the par amount thereof against the Debt Service requirement next becoming due. In the event the University purchases term Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, term Bonds so purchased shall be credited against the Mandatory Redemption Amounts next becoming due. All Bonds so purchased shall be credited against the Mandatory Redemption Amounts next becoming due. All Bonds so purchased shall be cancelled.

Redemption of Series 2021A Bonds Prior to Maturity

The Series 2021A Bonds are subject to redemption as described in this Official Statement and in the Resolution.

Book-Entry Only System

The Series 2021A Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2021A Bonds, except in the event the Trustee issues Replacement Bonds as provided in the Resolution.

Additional Bonds

The University reserves the right to issue Additional Bonds secured equally and ratably with all Bonds issued under the Resolution by a pledge of (i) Pledged Revenues and (ii) the funds established by the Resolution, upon the conditions set forth in the Resolution and as described in the Official Statement.

Investment of Funds

Monies held by the University or the Trustee in funds or accounts under the Resolution shall be invested in Investment Securities.

PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS

Pledge of Pledged Revenues

In the Resolution, the University pledges for the payment of the Bonds, equally and ratably, the Pledged Revenues. The Pledged Revenues shall not, except as provided in the Resolution, be used for any other purpose while any of the Bonds issued under the Resolution, including the Series 2021A Bonds, remain Outstanding. Except as provided in the Resolution, this pledge shall constitute a first and exclusive lien on the Pledged Revenues for the payment of the Bonds in accordance with the terms of the Resolution.

Confirmation and Establishment of Funds

The following Funds are established under the Resolution:

- A. Revenue Fund to be held by the University;
- B. Construction Fund to be held by the University;
- C. Bond Fund, consisting of a Debt Service Account to be held by the Trustee;
- D. Cost of Issuance Fund to be held by the University; and
- E. Rebate Fund to be held by the University.

The 2021A Supplemental Resolution creates in the Construction Fund a subaccount to be held by the University titled the "Escrow Account," to be held by the Escrow Agent, and the "2021A Costs of Issuance Account," which account may be held by the University or Trustee, as applicable.

The University may establish one or more separate and segregated subaccounts within the Debt Service Account from time to time as shall be necessary.

Revenue Fund; Bond Fund; Flow of Funds

A. Required Deposits. The University shall deposit as received all Pledged Revenues into the Revenue Fund. The University shall deposit into the Debt Service Account in the Bond Fund the accrued interest, if any, received from the sale of a series of Bonds to the initial purchasers thereof. The University shall also deposit into the Debt Service Account the portion, if any, of the Net Proceeds designated as capitalized interest on a series of Bonds.

B. Permitted Deposits. At any time the University may deposit into the Revenue Fund or the Bond Fund such other funds and revenues that do not constitute Pledged Revenues, as the University may in its discretion determine.

C. Required Transfers. Moneys in the Revenue Fund shall be disbursed and transferred to the Trustee for deposit in the Debt Service Account in the Bond Fund not later than five (5) days before any Payment Date, an amount equal to Debt Service coming due on such Payment Date. There may be credited against the foregoing transfer, however, any moneys deposited in the Debt Service Account which are available to pay Debt Service on the Bonds and which have not previously been taken as a credit against the required transfers. The Trustee shall pay out of the Debt Service Account to the Registered Owners of the Bonds entitled to such payment on or before each Payment Date the amount of Debt Service payable on such date.

D. Remaining Amounts. Amounts remaining in the Revenue Fund at any time in excess of the amounts necessary to make the payments required above may be applied by the University, free and clear of the lien of the Resolution, to the extent permitted by law, (i) to the redemption of Bonds in accordance with the Resolution or (ii) for any other lawful purpose of the University.

Construction Fund/Accounts

There shall be paid into the Construction Fund, and the Escrow Account and 2021 Costs of Issuance Account thereunder, the amounts required to be so paid by the provisions of the Resolution or any Supplemental Resolution.

The University may establish within the Construction Fund separate Project Accounts and may establish one or more subaccounts in each Project Account. Income received from the investment of moneys in any Project Account in the Construction Fund shall be credited to such Project Account. Upon completion of any Project, the relevant Project Account shall be closed, and all remaining amounts in such Project Account shall be transferred to the Debt Service Account in the Bond Fund.

Before any payment is made from any Project Account in the Construction Fund, the University shall execute a Written Certificate showing with respect to each payment to be made the name of the person to whom payment is due and the amount to be paid and certifying that the obligation to be paid was incurred and is a proper charge against the Project Account in the Construction Fund and in a reasonable amount against the Project Account in the Construction Fund and has not been theretofore included in a prior Written Certificate, and that insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the acquisition of the Project or delivered at the site of the Project for that purpose or delivered for storage or fabrication or as a progress payment due on equipment being fabricated to order.

Before any payment is made from any Project Account in the Construction Fund for the payment of Costs of Issuance, if the Costs of Issuance Fund for Bonds is held by the University, the University shall execute its Written Certificate, signed by an Authorized Officer of the University, stating, in respect of each payment to be made, (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be

paid, (c) the particular item of the Cost of Issuance to be paid, and (d) that the cost or obligation in this stated amount is a proper item of the Cost of Issuance and has not been paid.

Payment Agreements

The Resolution authorizes the Regents to enter into a Payment Agreement and to make a Payment Agreement Payment thereunder on a parity of lien with the payment of the Bonds if the Payment Agreement satisfies the requirements for Additional Bonds described in the Resolution (See “SECURITY FOR THE SERIES 2021A BONDS – Additional Bonds” in the Official Statement to which this Appendix D is attached for a description of requirements for issuance of Additional Bonds), taking into consideration regularly scheduled Payment Agreement Payments and Receipts (if any) under the Payment Agreement. The following shall be conditions precedent to the use of any Payment Agreement on a parity with the Bonds:

- (i) The University shall obtain an opinion of Bond Counsel on the due authorization and execution of such Payment Agreement, the validity and enforceability thereof and opining that the action proposed to be taken is authorized or permitted by the Resolution or the applicable provisions of any Supplemental Resolution and will not adversely affect the excludability for federal income tax purposes of the interest on any Outstanding Bonds.
- (ii) Prior to entering into a Payment Agreement, the University shall adopt a resolution which shall:
 - A. set forth the manner in which the Payments and Receipts are to be calculated and a schedule of Payment Agreement Payment Dates;
 - B. establish general provisions for the rights of the parties to Payment Agreements; and
 - C. set forth such other matters as the University deems necessary or desirable in connection with the management of Payment Agreements as are not clearly inconsistent with the provisions of the Resolution.

The Payment Agreement may oblige the University to pay, on one or more scheduled and specified Payment Agreement Payment Dates, the Payments in exchange for the Payor’s obligation to pay or to cause to be paid to the University, on scheduled and specified Payment Agreement Payment Dates, the Receipts. The University may also enter into Payment Agreements that are not reciprocated by the other party to the agreement.

If the University enters into a Parity Payment Agreement, Payments shall be made from the Debt Service Account and Annual Debt Service shall include any regularly scheduled University Payments adjusted by any regularly scheduled Receipts during a Fiscal Year. Receipts shall be paid directly into the Debt Service Account. Obligations to make unscheduled payments, such a termination payments, may not be entered into on a parity with the Bonds. To the extent that a Parity Payment Agreement has been designated as a hedge of the interest rate features of either Fixed Rate Bonds or Bonds bearing variable rates of interest, Annual Debt Service during the term of such Parity Payment Agreement shall be modified to reflect such Parity Payment Agreement.

Nothing in this section shall preclude the University from entering into Payment Agreements with a claim on Pledged Revenues junior to that of the Bonds. Furthermore, nothing in this section shall preclude the University from entering into obligations on a parity with the Bonds in connection with the use of Payment Agreements or similar instruments if the University obtains an opinion of Bond Counsel that the obligations of the University thereunder are consistent with the Resolution.

For purposes of this section, the following words shall have the following definitions:

“Payment” means any payment required to be made by or on behalf of the University under a Payment Agreement and which is determined according to a formula set forth in the Payment Agreement.

“Parity Payment Agreement” means a Payment Agreement under which the University’s payment obligations are expressly stated to be secured by a pledge of and lien on Pledged Revenues on an equal and ratable basis with the Pledged Revenues required to be paid into the Bond Fund to pay and secure the payment of the principal of and interest on Outstanding Bonds.

“Payment Agreement” means a written agreement, for the purpose of managing or reducing the University’s exposure to fluctuations or levels of interest rates, currencies or commodities or for other interest rate, investment, asset or liability management purposes, entered into on either a current or forward basis by the University and a Qualified Counterparty, all as authorized by any applicable laws of the State. Such agreement may or may not be characterized by a structure of reciprocity of payment.

“Payment Agreement Payment Date” means any date specified in the Payment Agreement on which a Payment or Receipt is due and payable under the Payment Agreement.

“Receipt” means any payment (designated as such by a resolution) to be made to, or for the benefit of, the University under a Payment Agreement by the Payor.

“Payor” means a Qualified Counterparty to a Payment Agreement that is obligated to make one or more payments thereunder.

“Qualified Counterparty” means a party (other than the University or a party related to the University) who is the other party to a Payment Agreement that has or whose obligations are unconditionally guaranteed by a party whose long term debt is rated “A” or higher by Moody’s Investors Service and Standard & Poor’s Corporation and who is otherwise qualified to act as the other party to a Payment Agreement under any applicable laws of the State of Idaho.

COVENANTS CONCERNING THE TRUSTEE

Wells Fargo Bank, N.A., acts as Trustee under the Resolution and also acts as paying agent, bond registrar, authenticating agent, and transfer agent with respect to the Bonds. The Trustee makes no representations as to the validity or sufficiency of the Resolution or of any Bonds issued thereunder or as to the security afforded by the Resolution, and the Trustee shall not incur any liability in respect thereof. The Trustee shall not be liable in connection with the performance of its duties under the Resolution except for its own negligence, misconduct or default.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Resolution. In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by the Resolution and use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee, after a successor Trustee has been duly appointed and has accepted the duties of Trustee in writing, may at any time resign and be discharged of the duties and obligations created by the Resolution by giving not less than sixty (60) days’ written notice to the University and to insurers of any outstanding Bonds.

The Trustee may be removed at any time by the University or by insurers of outstanding Bonds, so long as the respective insurer of any Bonds is not in default under its respective policy. Any Trustee appointed in succession to the Trustee shall (1) be a bank or trust company or national banking association, duly authorized to exercise trust powers, and (2) have a reported capital and surplus of not less than \$75,000,000.

MODIFICATION OR AMENDMENT OF RESOLUTION

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may be modified or amended at any time by a Supplemental Resolution and pursuant to the affirmative vote at a meeting of Registered Owners, or with the written consent without a meeting, (1) of the Registered Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, (2) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Registered Owners of at least sixty percent (60%) in principal amount of the Bonds of each Series so affected and then Outstanding, and (3) in case the modification or amendment changes the terms of any Mandatory Redemption Amounts, of the Registered Owners of at least sixty percent (60%) in principal amount of the Bonds of the particular Series and maturity entitled to such Mandatory Redemption Amounts and then Outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series remain Outstanding, the consent of the Registered Owners of Bonds of such Series shall not be required and Bonds of such Series shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this section. No such modification or amendment shall (x) extend the fixed maturity of any Bond, or reduce the principal amount or redemption price thereof, or reduce the rate or extend the time of payment of interest thereon, without the consent of the Registered Owner of each Bond so affected, or (y) reduce the aforesaid percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Resolution, without the consent of the Registered Owners of all of the Bonds then Outstanding, or (z) without its written consent thereto, modify any of the rights or obligations of the Trustee.

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may also be modified or amended at any time by a Supplemental Resolution, without the consent of any Registered Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the University in the Resolution contained, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the University;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Resolution, or in regard to questions arising under the Resolution, as the University may deem necessary or desirable, and which shall not adversely affect the interests of the Trustee or the Registered Owners of the Bonds;

(3) to provide for the issuance of a Series of Bonds, and to provide the terms and conditions under which such Series of Bonds may be issued, subject to and in accordance with the provisions of Article VII of the Resolution;

(4) to provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated public obligations pursuant to the provisions of the Registered Public Obligations Act, Chapter 9 of Title 57, Idaho Code; and

(5) during the term of any credit enhancement agreements (including, without limitation, standby bond purchase agreements and letters of credit) permitted in Section 57-231, Idaho Code, to amend any provisions of the Resolution which is intended solely to be for the benefit of the issuer of the credit enhancement agreement.

Such Supplemental Resolution shall become effective as of the date of its adoption or such later date as shall be specified in such Supplemental Resolution.

Copies of any modification or amendment to the Resolution shall be sent to any rating agency maintaining a rating on the Bonds at least ten (10) days prior to the effective date thereof.

EVENTS OF DEFAULT AND REMEDIES OF REGISTERED OWNERS

Events of Default

If any one or more of the following Events of Default shall occur, it is an “event of default” under the Resolution:

(1) failure to make the due and punctual payment of any Principal Installment of a Bond when and as the same shall become due and payable, whether at maturity, by call for redemption, or declaration or otherwise;

(2) failure to make the due and punctual payment of any installment of interest on any Bond or any Mandatory Redemption Amount, when and as such interest installment or any Mandatory Redemption Amount shall become due and payable;

(3) failure by the University to perform or observe any other of the covenants, agreements, or conditions on its part in the Bond Resolution or in the Bonds contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the University by the Trustee specifying such failure and requiring the same to be remedied, which period of thirty (30) days may not be extended by more than thirty (30) additional days without the prior written consent of all insurers of outstanding Bonds issued under the Resolution;

(4) a judgment for the payment of money shall be rendered against the University, and any such judgment shall not be discharged within one hundred twenty (120) days of the entry thereof, or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof;

(5) dissolution or liquidation of the University or the filing by the University of a voluntary petition in bankruptcy, or the commission by the University of any act of bankruptcy, or adjudication of the University as a bankrupt, or assignment by the University for the benefit of its creditors, or the entry by the University into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the University in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or which may hereafter be enacted;

(6) if an order or decree shall be entered, with the consent or acquiescence of the University, appointing a receiver or receivers of the Project, or any part thereof, or if such order or decree, having been entered without the consent and acquiescence of the University, shall not be vacated or discharged or stayed within ninety (90) days after the entry thereof; and

(7) any event of default specified in a Supplemental Resolution;

then, so long as such Event of Default shall not have been remedied, the Trustee (by thirty (30) days' written notice to the University), or the Registered Owners of not less than twenty-five percent (25%) of the Bonds then Outstanding (by notice in writing to the University and the Trustee) may, but only with the consent of insurers, if any, of any Outstanding Bonds, provided the insurers are not in default under their respective policy, declare the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately upon the occurrence of an event of default, and upon any such declaration the same shall become and be immediately due and payable, anything in the Resolution or in the Bonds contained to the contrary notwithstanding.

Notwithstanding the foregoing, neither the Registered Owners of twenty-five percent (25%) of the Noninsured Bonds then Outstanding, nor the Owners of twenty-five percent (25%) of any series of Bonds then

Outstanding, nor the Trustee, may declare any other series of Bonds immediately due and payable without the prior written consent of the relevant insurer of such series of Bonds.

Rights and Remedies of Registered Owners

A. No Registered Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to the Resolution, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless

(1) such Registered Owner has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee;

(3) such Registered Owners have offered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request;

(4) the Trustee for sixty (60) days after its receipt of such notice, request, and offer of indemnity has failed to institute any such proceedings; and

(5) no direction inconsistent with such written request has been given to the Trustee during such sixty (60) day period by the Registered Owners of a majority in principal amount of the Bonds; it being understood and intended that no one or more Registered Owner of Bond shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Resolution to affect, disturb, or prejudice the rights of any other Registered Owner of Bonds, or to obtain or to seek to obtain priority or preference over any other Registered Owner, or to enforce any right under the Resolution, except in the manner provided and for the equal and ratable benefit of all the Registered Owners of Bonds.

B. The Registered Owners of a majority in principal amount of the Outstanding Bonds shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that:

(1) such direction shall not be in conflict with any rule of law or the Resolution,

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Registered Owners not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

DEFEASANCE

Discharge of Indebtedness

A. If the University shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of all Bonds the principal of or redemption price, if applicable, and interest due or to become due thereon, if applicable, at the times and in the manner stipulated therein and in the Resolution, or such Bonds shall have been deemed to have been paid as provided in the Supplemental Resolution authorizing a Series of Bonds, then the pledge of any Pledged Revenues, and other moneys, securities and funds pledged under the Resolution and all covenants, agreements and other obligations of the University to the Registered Owners, shall thereupon cease, terminate and

become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the University to be prepared and filed with the University and, upon the request of the University, shall execute and deliver to the University all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the University all moneys or securities held by it pursuant to the Resolution which are not required for the payment of principal or redemption price, if applicable, on Bonds.

B. Bonds or interest installments the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the University of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section. All Outstanding Bonds of any Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section if (1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the University shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail to the Registered Owners of such Bonds, notice of redemption of such Bonds on said date, (2) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Direct Obligations, or Investment Securities other than Direct Obligations of the kind required in Section 12.1B of the Resolution the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, without adversely affecting the tax-exempt status of the interest on said Bonds taxable under the Code, and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the University shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Registered Owners of such Bonds that the deposit required by (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, as applicable, and interest due and to become due if applicable on said Bonds.

APPENDIX E
PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

(See attached)

CONTINUING DISCLOSURE UNDERTAKING

**THE REGENTS OF THE UNIVERSITY OF IDAHO
GENERAL REVENUE REFUNDING BONDS, SERIES 2021A**

THIS CONTINUING DISCLOSURE UNDERTAKING (the “Undertaking”) is executed and delivered by The Regents of the University of Idaho (the “Issuer”) and Wells Fargo Bank, N.A. (the “Dissemination Agent”), in connection with the issuance of \$ _____ General Revenue Refunding Bonds, Series 2021A (the “2021A Bonds”), being issued pursuant to a Master Resolution providing for the issuance of Facility Revenue Bonds adopted November 22, 1991, as previously supplemented and amended (the “Master Resolution”), and as supplemented by a Supplemental Resolution adopted December 16, 2020 (the “Supplemental Resolution, and together with the Master Resolution, collectively, the “Resolution”). The Undertaking is executed and delivered as of the date set forth below in order for the Issuer to authorize and direct the Dissemination Agent, as the agent of the Issuer, to make certain information available to the public in compliance with Section (b)(5)(i) of Rule 15c2-12, as hereinafter defined.

WITNESSETH:

1. Background. The Issuer has issued the 2021A Bonds pursuant to the Resolution. The CUSIP number assigned to the final maturity of the 2021A Bonds is 914318____.

2. Appointment of Dissemination Agent. The Issuer hereby appoints the Dissemination Agent and any successor Dissemination Agent acting as such under the Resolution as its agent under this Undertaking to disseminate the financial information and notices furnished by the Issuer in the manner and at the times as herein provided and to discharge the other duties assigned.

3. Definitions. As used herein, the following terms shall have the following meanings:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Official Statement” shall mean the final Official Statement relating to the 2021A Bonds dated _____, 2021.

“obligated person” as defined in Rule 15c2-12 shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the 2021A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

“Repository” shall mean the MSRB through its Electronic Municipal Market Access system (“EMMA”) at <http://emma.msrb.org>, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to Rule 15c2-12.

“Rule 15c2-12” shall mean Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” shall mean the Securities and Exchange Commission.

4. Annual Reports of the Issuer.

a. Provision of Annual Reports. Commencing fiscal year ending June 30, 2021, and for each fiscal year ending thereafter until no 2021A Bonds are outstanding, the Issuer agrees, in accordance with the provisions of Rule 15c2-12, to provide or cause to be provided through the Repository, not later than December 31 of each year, the annual financial information and operating data (the “Annual Report”) described in Section 4b herein. The Issuer further agrees, in accordance with Rule 15c2-12, to provide or cause to be provided in a timely manner through the Repository notice of any failure to provide or cause to be provided the Annual Report or any part thereof, as described in this Section 4.

b. Contents of Annual Report. The Annual Report shall include the audited financial statements of the Issuer prepared in accordance with generally accepted accounting principles, together with the report thereon of the Issuer’s independent auditors, beginning with the fiscal year ending June 30, 2021. If audited financial statements are not available by the time specified herein, unaudited financial statements will be provided and audited financial statements will be provided when, and if, available. The Issuer shall include with each submission a written representation addressed to the Dissemination Agent to the effect that the financial statements are the financial statements required by this Undertaking and that they comply with the applicable requirements of this Undertaking. For the purposes of determining whether information received from the Issuer is the required financial statements, the Dissemination Agent shall be entitled conclusively to rely on the Issuer’s written representation made pursuant to this Section.

The Annual Report shall also include the other financial, statistical and operating data for said fiscal year of the Issuer in the form and scope similar to the financial, statistical, and operating data contained in the Official Statement, specifically the tables and/or information contained under the following headings and subheadings of the Official Statement:

- Security for the Series 2021A Bonds – Historical Pledged Revenues, p. ____
- The University – Enrollment and Graduation Statistics, p. ____

- Financial Information Regarding the University
 - State General Fund Appropriations table, p.____
 - Total Restricted-Expendable Revenues (annually updated in table format), included under subheading Restricted-Expendable Revenues, p.____
 - Financial Aid to Students (annually updated in table format), included under subheading Restricted-Expendable Revenues, p.____
 - Outstanding Debt, p.____

Any or all of the items listed above in Sections 4a or 4b may be included by specific reference to documents available to the public on the Repository or filed with the SEC.

5. Notice of Certain Events. The Issuer agrees, in accordance with the provisions of Rule 15c2-12, to provide or cause to be provided through the Repository, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the 2021A Bonds (the “Notices of Certain Events”):

- (1) Principal and interest payment delinquencies (which for the purpose of this Undertaking shall mean the Issuer’s failure to provide funds to the Trustee for payments of principal and interest at the times specified in the Resolution);
- (2) Nonpayment-related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of owners of bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of bonds, if material;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the Issuer;¹

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the obligated person, if material; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect securities holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

The Dissemination Agent shall attempt to promptly advise the Issuer whenever, in the course of performing its duties as Trustee under the Resolution, the Dissemination Agent identifies an occurrence which would require the Issuer to provide a notice of the occurrence of any of the events listed in this Section 5; provided that the failure of the Dissemination Agent so to advise the Issuer of such occurrence shall not constitute a breach by the Dissemination Agent of any of its duties and responsibilities hereunder or under the Resolution and the Dissemination Agent shall not be required to assess the materiality of such occurrence, or whether an unscheduled draw reflects financial difficulties, in advising the Issuer of such occurrence.

6. Manner and Time by Which Information is to be made Public by the Dissemination Agent.

a. Manner and Time of Delivery. After the receipt from the Issuer of any Annual Report information pursuant to Section 4 or Notices of Certain Events pursuant to Section 5, it shall be the Dissemination Agent's duty:

(1) to deliver the Annual Report information to the Repository not later than ten (10) days after receipt thereof;

¹ For the purposes of the event identified in paragraph (12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of an obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of an obligated person.

(2) to deliver Notices of Certain Events to the Repository as soon as possible following receipt from the Issuer, but in no event later than the next business day;

(3) to determine the identity and address of the Repository to which Annual Report Information and Notices of Certain Events must be sent under rules and regulations promulgated by the MSRB or by the SEC.

The Issuer shall deliver Annual Report information and Notices of Certain Events to the Dissemination Agent as provided in Sections 4 and 5 above so that the Dissemination Agent can deliver such information to the Repository.

b. Limitation of Dissemination Agent's Duty. The Dissemination Agent shall have no duty or obligation to disclose to the Repository any information other than (i) Annual Report information that the Dissemination Agent actually has received from the Issuer and (ii) Notices of Certain Events about which the Dissemination Agent has received written notice from the Issuer. Any such disclosures shall be required to be made only as and when specified in this Undertaking. The Dissemination Agent's duties and obligations are only those specifically set forth in this Undertaking, and the Dissemination Agent shall have no implied duties or obligations. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with the MSRB shall be prepared and provided to it by the Issuer. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Issuer shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition. The Dissemination Agent shall be afforded all of the rights and protections hereunder accorded to it in its role as Trustee under the Resolution.

c. Form of Disclosure. All Annual Report information and Notices of Certain Events, or other financial information and notices pursuant to this Undertaking are to be provided to the Repository in electronic PDF format (word-searchable) as prescribed by the MSRB. All documents provided to the MSRB pursuant to this Undertaking must be accompanied by identifying information as prescribed by the MSRB, which the Issuer shall provide to the Dissemination Agent in a timely manner.

7. Limitation to Dissemination Agent Obligation. The Dissemination Agent shall have no obligation to examine or review the Annual Report information or Notices of Certain Events and shall have no liability or responsibility for the compliance of this Undertaking with Rule 15c2-12 or the accurateness or completeness of the Annual Report information and Notices of Certain Events disseminated by the Dissemination Agent hereunder. The Annual Report information shall contain a legend to such effect. This Section 7 shall survive the termination of this Undertaking or the earlier removal or resignation of the Dissemination Agent.

8. Compensation. The Issuer hereby agrees to compensate the Dissemination Agent for the services provided and the expenses incurred pursuant to this Undertaking in an amount to be agreed upon from time to time hereunder. Such compensation shall be in addition

to any fees previously agreed upon with respect to the fiduciary services of the Dissemination Agent in its capacity as Trustee under the Resolution.

To the extent permitted by law, if the Dissemination Agent renders any extraordinary service not provided for in this Undertaking, which service is reasonably necessary to render under the circumstances, or the Dissemination Agent is made a party to or intervenes in any litigation pertaining to this Undertaking or institutes interpleader proceedings relative hereto, the Dissemination Agent shall be compensated reasonably by the Issuer for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and reasonable expenses, including out-of-pocket and incidental expenses and reasonable legal fees and expenses occasioned thereby.

9. Enforcement. The obligations of the Issuer under this Undertaking shall be for the benefit of the registered and beneficial holders of the 2021A Bonds. However, any failure by the Issuer to perform in accordance with this Undertaking shall not constitute a default under the Resolution, and the sole remedy under this Undertaking in the event of the failure of the Issuer or the Dissemination Agent to comply with this Undertaking shall be an action by the holders of the 2021A Bonds in mandamus for specific performance or similar remedy to compel performance. Neither the Issuer nor the Dissemination Agent shall have any power or duty to enforce this Undertaking.

This Undertaking shall inure solely to the benefit of the Issuer, the Dissemination Agent, the participating Underwriter of the 2021A Bonds, and the holders and beneficial owners from time to time of the 2021A Bonds and shall create no rights in any other person or entity.

10. Amendments and Termination. Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is consistent with Rule 15c2-12. Written notice of any such amendment or waiver shall be provided by the Issuer to the Dissemination Agent who shall file it with the MSRB, and the Annual Report shall explain the reasons for the amendment and the impact of any change in the type of information being provided. If any amendment changes the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made will present a comparison between the financial statement or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Any party to this Undertaking may terminate this Undertaking by giving written notice of an intent to terminate to the other parties at least thirty (30) days prior to such termination, provided that no such termination shall relieve the obligation of the Issuer to comply with Rule 15c2-12(b)(5) either through a successor agent or otherwise.

The Issuer's next annual financial report must explain, in narrative form, the reasons for any such amendment or termination of the undertaking contained in this Undertaking and the impact, as applicable, of any change in the type of operating data or financial information being provided or, in the case of accounting principles, the presentation of such operating data or financial information.

The undertaking contained in this Undertaking shall be in effect from and after the issuance and delivery of the 2021A Bonds and shall extend to the earlier of (i) the date all principal and interest on the 2021A Bonds shall have been paid pursuant to the terms of the Resolution; (ii) the date that the Issuer shall no longer constitute an “obligated person” within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 that require this written undertaking (a) are held to be invalid by a court of competent jurisdiction in a nonappealable action, (b) have been repealed retroactively, or (c) in the opinion of counsel who is an expert in federal securities laws, acceptable to the Issuer or the Dissemination Agent, otherwise, do not apply to the 2021A Bonds. The Issuer shall notify the Repository if this Undertaking is terminated pursuant to (iii), above.

11. Successor Dissemination Agent. Upon the transfer of the duties created under the Resolution from the current Dissemination Agent in its capacity as Trustee, to a successor Dissemination Agent, in its capacity as successor trustee, such successor Dissemination Agent shall succeed to the duties under this Undertaking without any further action on the part of any party, and the then current Dissemination Agent shall have no further duties or obligations upon the transfer to a successor Dissemination Agent. Such Successor Dissemination Agent may terminate this Undertaking or cause it to be amended as provided in Section 10 hereof.

12. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating (or causing the Dissemination Agent to disseminate) any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report information or notice of the occurrence of any Notices of Certain Events, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report information or Notices of Certain Events in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report information or notice of occurrence of any Notices of Certain Events.

If the Issuer provides to the Dissemination Agent information relating to the Issuer or the 2021A Bonds, which information is not designated as Notices of Certain Events, and directs the Dissemination Agent to provide such information to the Repository, the Dissemination Agent shall provide such information in a timely manner to the Repository.

13. Notices. Notices and the required information under this Undertaking shall be given to the parties at their addresses set forth below under their signatures or at such places as the parties to this Undertaking may designate from time to time.

14. Counterparts. This Undertaking may be executed in one or more counterparts, and each such instrument shall constitute an original counterpart of this Undertaking.

15. Governing Law. This Undertaking shall be governed by the laws of the State of Idaho and Rule 15c2-12.

IN WITNESS WHEREOF, the Issuer and the Dissemination Agent have caused this Undertaking to be executed and delivered by a duly authorized officer of each of them, all as of this ____ day of _____, 2021.

ISSUER:

THE REGENTS OF THE UNIVERSITY OF
IDAHO

By: _____
Title: Vice President for Finance and
Administration

Notice Address:
University of Idaho
Administration Building
Moscow, ID 83844

DISSEMINATION AGENT:

WELLS FARGO BANK, N.A.

By: _____
Title: _____

Notice Address:
1700 Lincoln Street, 12th Floor
Denver, CO 80203

**APPENDIX F
PROPOSED FORM OF OPINION OF BOND COUNSEL**

(See attached)



ATTORNEYS AND COUNSELORS

Hawley Troxell Ennis & Hawley LLP
 877 Main Street, Suite 1000
 P.O. Box 1617
 Boise, Idaho 83701-1617
 208.344.6000
 www.hawleytroxell.com

[Closing Date]

The Regents of the University of Idaho
 University of Idaho
 Moscow, ID 83844

Wells Fargo Bank, N.A., as Trustee
 1740 Broadway Street
 Denver, CO 80274
 MAC C7300-122
 Attn: Corporate, Municipal & Escrow Services

Wells Fargo Bank, National Association
 1700 Lincoln Street, 21st Floor
 Denver, CO 80203

Re: *The Regents of the University of Idaho -- General Revenue Refunding Bonds, Series 2021A*

This is to certify that we have acted as Bond Counsel in connection with the issuance by the University of Idaho (the "University") of \$_____ aggregate principal amount of The Regents of the University of Idaho General Revenue Refunding Bonds, Series 2021A (the "2021A Bonds"), dated the date hereof, and issued pursuant to a Master Resolution dated November 22, 1991 (the "Master Resolution"), as previously amended and supplemented and as amended and supplemented by a Supplemental Resolution adopted on December 16, 2020 (the "Supplemental Resolution"), and the Certificate as to Bond Pricing and Related Matters dated _____, 2021, authorized pursuant to the Supplemental Resolution (the "Pricing Certificate," and together with the Original Resolution, as previously supplemented and amended, and the Supplemental Resolution, the "Resolution"). The 2021A Bonds have been sold to Wells Fargo Bank, National Association (the "Underwriter") pursuant to a Bond Purchase Contract dated _____, 2021.

We have examined the Constitution and laws of the State of Idaho and such certified proceedings and other papers as we deem necessary to render this opinion. Our services as Bond Counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the 2021A Bonds under the applicable laws of the State of Idaho and to a review of the transcript of such proceedings and certifications. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent

_____, 2021
Page 2

investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters. In addition we are relying upon the opinion of the University's General Counsel with regard to certain matters contained therein.

The 2021A Bonds are being issued under the authority of the Constitution of the State of Idaho and the Educational Institutions Act of 1935, being codified in Title 33, chapter 38, Idaho Code, and pursuant to Section 57-504, Idaho Code (collectively, the "Act"), to provide funds to (i) defease until purchase or redemption of certain maturities of the University's Adjustable Rate General Revenue Refunding Bonds, Series 2011 (the "2011 Bonds") on April 1, 2021 (the "Redemption Date"), which shall be accomplished pursuant to the provisions of the Supplemental Resolution; and (ii) pay certain costs of issuance of the 2021A Bonds.

Pursuant to the terms of the Escrow Agreement dated _____, 2020 (the "Escrow Agreement") between the University and Wells Fargo Bank, N.A., Denver, Colorado (the "Escrow Agent"), certain proceeds of the sale of the 2021A Bonds shall be deposited in trust by the Escrow Agent in an escrow account (the "Escrow Account") together with other available funds of the University, the aggregate of which shall be in an amount sufficient to pay the principal of and interest on the 2011 Bonds when due or pursuant to call for mandatory tender and redemption on the Redemption Date. We have relied upon the schedules prepared by the [University's municipal advisor] [Public Finance Partners, the University's verification agent] attached to the Escrow Agreement as to the debt service to be paid on the 2011 Bonds on the Redemption Date and the sufficiency of the funds on deposit in the Escrow Account for payment of such debt service on the Redemption Date.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The University is a validly created and existing body corporate and politic of the State of Idaho.
2. The University has the power under the Act to issue the Bonds and to adopt the Resolution.
3. The Resolution has been duly and lawfully adopted by The Regents of the University of Idaho and is in full force and effect and is valid and binding upon the University and enforceable in accordance with its terms, except to the extent such enforcement is limited by the bankruptcy laws of the United States of America and by the reasonable exercise of the sovereign police power of the State of Idaho, and no other authorization for the Resolution is required.
4. The Resolution creates the valid pledge which it purports to create of the Pledged Revenues, monies, securities and funds held or set aside under the Resolution, subject to the allocation thereof to the purposes and on the conditions permitted by the Resolution.

_____, 2021
Page 3

5. The Bonds have been duly and validly authorized and issued in accordance with the Act and the Resolution, and are legally binding obligations of the University, enforceable in accordance with their terms except to the extent such enforcement is limited by the bankruptcy laws of the United States of America and by the reasonable exercise of the sovereign police power of the State of Idaho, and terms of the Resolution, and are entitled to the benefits of the Resolution and the Act.

6. The Bonds have been issued for a purpose for which bonds may be issued under the Act and the Resolution, and all conditions prescribed in the Resolution as precedent to the issuance of the Bonds have been fulfilled.

7. The interest on the 2021A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Tax Code"), and interest on the 2021A Bonds is not a specific preference item for the purposes of federal alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code. The opinions expressed in this paragraph assume continuous compliance with the covenants and continued accuracy of the representations contained in the University's certified proceedings and in certain other documents and certain other certifications furnished to us.

8. To the extent that interest on the 2021A Bonds is excluded from gross income of the owners thereof for federal income tax purposes, interest on the 2021A Bonds is exempt from taxes imposed by the Idaho Income Tax Act, as amended.

It is to be understood that the rights of the holders of the 2021A Bonds and the enforceability thereof are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

Ownership of tax-exempt obligations, including the 2021A Bonds, may result in collateral federal income tax consequences to certain taxpayers. Prospective purchasers of the 2021A Bonds should consult their own tax advisors as to the applicability of any such collateral consequences. We express no opinion regarding tax consequences arising with respect to the 2021A Bonds other than as expressly set forth herein.

Very truly yours,

HAWLEY TROXELL ENNIS & HAWLEY LLP

APPENDIX G

BOOK ENTRY SYSTEM

THE DEPOSITORY TRUST COMPANY

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are

registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership **rights** in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Providing for the Sale of

**REGENTS OF THE UNIVERSITY OF IDAHO
GENERAL REVENUE REFUNDING BONDS, SERIES 2021A**

Adopted December 16, 2020

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Schedule 1 – Schedule of 2011 Bonds

Exhibit A – Form of Series 2021A Bond

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SUPPLEMENTAL RESOLUTION

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho Authorizing the Issuance and Providing for the Sale of General Revenue Refunding Bonds, Series 2021A; Delegating Authority to Approve the Terms and Provisions of the Series 2021A Bonds and the Principal Amount of the Series 2021A Bonds up to \$_____; and Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the Series 2021A Bonds.

* * * * *

WHEREAS, the University of Idaho (the “University”) is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho;

WHEREAS, the Regents of the University of Idaho (the “Regents”) are authorized, pursuant to the Educational Institutions Act of 1935, the same being chapter 38, Title 33, Idaho Code, and chapter 5, Title 57, Idaho Code (collectively, the “Act”), and the Constitution of the State of Idaho, to issue bonds to finance or refinance “projects” as defined in said Act;

WHEREAS, on November 22, 1991, the Regents adopted a resolution, which has been previously amended and supplemented, and as supplemented by this Supplemental Resolution (collectively, the “Resolution”) relating to the issuance and sale of Facility Revenue Bonds, Series 1992A (the “Series 1992A Bonds”), and providing among other things for the issuance of additional Facility Revenue Bonds for future projects or refunding purposes (the “Additional Bonds”), with payment of the Series 1992A Bonds and any Additional Bonds secured by Pledged Revenues (as defined in the Resolution);

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue, and has issued from time to time, various series of Additional Bonds authorized under Supplemental Resolutions, upon compliance with the requirements of Section 7.2 of the Resolution;

WHEREAS, on February 18, 2010, the Regents adopted a resolution supplementing the Resolution (the “2010 Supplemental Resolution”) providing for the issuance and sale of Additional Bonds, including the University’s Adjustable Rate General Revenue Refunding Bonds, Series 2011, as Additional Bonds under the Resolution (the “2011 Bonds”) in the aggregate principal amount of \$60,765,000;

WHEREAS, the 2011 Bonds were issued to refinance certain of the University’s 2007A Bonds;

WHEREAS, pursuant to the 2010 Supplemental Resolution, the outstanding 2011 Bonds are subject to mandatory tender for purchase or rate conversion on April 1, 2021, and the

University desires to defease such 2011 Bonds until the tender date on April 1, 2021, which shall be accomplished pursuant to the provisions herein;

WHEREAS, the Regents have determined that the defeasance, purchase, and cancellation of the 2011 Bonds can be completed in accordance with the Act, and to achieve a savings and/or other objectives that the Regents find to be beneficial to the University in accordance with Title 57, chapter 5, Idaho Code;

WHEREAS, the Regents desire to authorize the issuance of its General Revenue Refunding Bonds, Series 2021A (for purposes of this Supplemental Resolution, the “Series 2021A Bonds”) to provide funds to defease, purchase, and cancel the 2011 Bonds and to pay the Costs of Issuance of such Series 2021A Bonds;

WHEREAS, pursuant to Section 57-235, Idaho Code, the Regents desire to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Series 2021A Bonds and other matters; and

WHEREAS, the Regents desire to sell the Series 2021A Bonds pursuant to a negotiated sale, and to appoint PFM Financial Advisors LLC (the “Municipal Advisor”) as the University’s municipal advisor and Wells Fargo Bank, National Association as the University’s underwriter (the “Underwriter”), to conduct the sale of the Series 2021A Bonds .

NOW, THEREFORE, BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO AS FOLLOWS:

ARTICLE I DEFINITIONS

Section 101. Definitions.

(a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“**Bond Register**” shall mean the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2021A Bonds.

“**Book-Entry System**” shall mean the book-entry system of registration for the Series 2021A Bonds described in Section 209 of this Supplemental Resolution.

“**Cede & Co.**” shall mean Cede & Co., as nominee of DTC.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

“**Continuing Disclosure Undertaking**” means the Continuing Disclosure Undertaking with respect to the Series 2021A Bonds authorized by Section 204 of this Supplemental Resolution, substantially in the form of **Exhibit B** hereto.

“**DTC**” means The Depository Trust Company, New York, New York.

“**DTC Participants**” shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of participants exists at the time of such reference.

“**Delegated Officer**” means the Vice President for Finance and Bursar or the President of the University.

“**Delegation Certificate**” means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the Series 2021A Bonds upon the sale thereof, substantially in the form of **Exhibit D** hereto.

“**Escrow Account**” means the account established under Section 301 hereof into which shall be deposited certain proceeds from the sale of the Series 2021A Bonds in accordance with Section 302 hereof.

“**Escrow Agent**” shall mean Wells Fargo Bank, N.A., or its successor in function, as now or hereafter designated, which shall supervise the Escrow Account and the Investment Securities, as defined in the Escrow Agreement.

“**Escrow Agreement**” means the agreement between the University and Trustee, as Escrow Agent, authorized by Section 204 hereof, substantially in the form of **Exhibit C** hereto dated the date of delivery of the Series 2021A Bonds, and providing for the defeasance and purchase of the 2011 Bonds.

“**Regulations**” means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

“**Representations Letter**” means the Blanket Letter of Representations dated June 18, 1999, from the University to DTC.

“**Resolution**” shall mean the Resolution adopted by the Regents on November 22, 1991, as previously amended and supplemented, and as supplemented by this Supplemental Resolution.

“**Securities Depository**” shall mean DTC, or any successor Securities Depository appointed pursuant to Section 210.

“Supplemental Resolution” means this Supplemental Resolution adopted by the Regents on December 16, 2020, authorizing the issuance and providing for the sale of the Series 2021A Bonds; delegating authority to approve the terms and provisions of the Series 2021A Bonds and the principal amount thereof; and providing for other matters relating to the authorization issuance, sale and payment of the Series 2021A Bonds.

“Trustee” means Wells Fargo Bank, N.A., and its successors and permitted assigns under the Resolution, as paying agent, trustee, and registrar for the Series 2021A Bonds.

“Underwriter” means Wells Fargo Bank, National Association.

“2021A Costs of Issuance Account” means the account created pursuant to Section 301 of this Supplemental Resolution, to be established, held and administered by the Escrow Agent from which the Costs of Issuance of the Series 2021A Bonds shall be paid by the Escrow Agent.

Section 102. Authority for Supplemental Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

Section 103. Effective Date. This Supplemental Resolution contemplates the issuance and sale of the Series 2021A Bonds through a delegation of authority as provided in Section 205 hereof. Unless the context clearly indicates otherwise -- for example, the provisions of Section 204(a) through Section 204(d) take effect upon adoption of this Supplemental Resolution -- this Supplemental Resolution shall not take effect and no provision thereof shall be binding upon the University unless and until the Series 2021A Bonds are sold and issued.

ARTICLE II AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2021A Bonds

Section 201. Authorization of Series 2021A Bonds, Principal Amounts, Designation and Series; Confirmation of Pledged Revenues. In order to provide sufficient funds for the defeasance and purchase or refunding of the 2011 Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, as previously amended and as amended by this Supplemental Resolution, a series of Additional Bonds are hereby authorized to be issued in the aggregate principal amount of up to \$ _____. Such series of Bonds shall be designated “General Revenue Refunding Bonds, Series 2021A.” The Series 2021A Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of \$5,000 each or any integral multiple thereof within a maturity.

The Series 2021A Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution equally and ratably with Bonds of the University previously issued under the Resolution.

Section 202. Finding and Purpose. The Regents hereby find, determine and declare:

(a) pursuant to Section 33-3804 and Section 57-504, Idaho Code, the 2011 Bonds can be refunded to the benefit and advantage of the University; and

(b) the applicable requirements of Article VII of the Resolution relating to issuance of Additional Bonds will have been complied with upon the delivery of the Series 2021A Bonds.

Section 203. Issue Date. The Series 2021A Bonds shall be dated the date of original delivery.

Section 204. Authorization of Actions Preliminary to Sale of Series 2021A Bonds.

(a) The Regents desire to sell the Series 2021A Bonds pursuant to negotiated sale to the Underwriter pursuant to the Act.

(b) The Regents ratify the appointment and engagement of the Municipal Advisor and Underwriter for the issuance and sale of the Series 2021A Bonds.

(c) The Preliminary Official Statement (the “**POS**”), in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Delegated Officer shall approve, is hereby authorized, and the actions of the University, including the certification by the Delegated Officer as to the “deemed finality” of the POS pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”) in connection with the offering of the Series 2021A Bonds, provided the POS is made available to the Regents for review, are hereby acknowledged, approved and ratified in connection with the offering of the Series 2021A Bonds and submission of the POS to rating agencies to obtain a rating for the Series 2021A Bonds.

(d) The University shall enter into a Bond Purchase Contract to provide for the terms and provisions of the sale of the Series 2021A Bonds, with such terms specifically identified in the Delegation Certificate upon sale of the Series 2021A Bonds, as shall be approved by the Delegated Officer. Upon the sale of the Series 2021A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Contract to the Underwriter. The Delegated Officer is authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Contract and to carry the same into effect.

(e) Upon the sale of the Series 2021A Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the Series 2021A Bonds (hereafter referred to as the “**Official Statement**”), shall be approved and signed by the Delegated Officer to authorize delivery thereof to the Underwriter for distribution to prospective purchasers of the Series 2021A Bonds and other interested persons.

(f) In order to comply with subsection (b)(5) of Rule 15c2-12, the University and the Trustee, as disclosure agent thereunder, shall execute and deliver the Continuing Disclosure Undertaking in substantially the form attached to the POS and attached hereto as **Exhibit B**. The Continuing Disclosure Undertaking in such form is hereby ratified and approved in all respects, and the Regents authorize the Underwriter to include a copy thereof in the POS and Official Statement. Upon delivery of the Series 2021A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Continuing Disclosure Undertaking. Such Continuing Disclosure Undertaking shall constitute the University’s undertaking for compliance with Rule 15c2-12.

(g) The University and the Escrow Agent shall enter into an Escrow Agreement to provide for the defeasance and purchase of the 2011 Bonds, as specifically identified in the Delegation Certificate upon sale of the Series 2021A Bonds. Prior to the issuance of the Series 2021A Bonds, the Delegated Officer is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement, on behalf of the Regents and the University with respect to the defeasance and purchase of the 2011 Bonds, in the form as approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Vice President for Finance and Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with such Escrow Agreement or to carry out or give effect to the Escrow Agreement.

(h) The Escrow Agreement between the University and the Escrow Agent, in substantially the form attached hereto as **Exhibit C**, is hereby authorized and approved, and, prior to the issuance of the Series 2021A Bonds, the Delegated Officer is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement on behalf of the Regents and the University, with such changes to the Escrow Agreement from the form presented to the Regents as are approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Vice President for Finance and Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with the Escrow Agreement or to carry out or give effect to the Escrow Agreement.

Section 205. Sale of Series 2021A Bonds and Related Documents; Delegation Authority.

(a) Pursuant to Section 57-235, Idaho Code, as amended, the Regents hereby delegate to the Delegated Officer the power to make the following determinations on the date of sale of the Series 2021A Bonds without any requirement that the members of the Regents meet to approve such determinations, but subject to the limitations provided:

(i) The rates of interest to be borne by the Series 2021A Bonds, provided the true interest cost of the Series 2021A Bonds shall not exceed 4.00%.

(ii) The principal amount of the Series 2021A Bonds, provided such amount shall not exceed \$49,800,000.

(iii) The amount of principal of the Series 2021A Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.

(iv) The maturities and amounts of the 2011 Bonds to be defeased and purchased.

(v) The final maturity of the Series 2021A Bonds, provided that the final maturity date of the Series 2021A Bonds shall not fall later than March 31, 2041, the final maturity of the 2011 Bonds to be defeased and redeemed.

(vi) The price at which the Series 2021A Bonds will be sold (including the par amount plus original issue premium net of underwriter's discount), provided that the Series 2021A Bonds shall not be sold at less than the aggregate par value thereof.

(vii) The dates, if any, on which, and the prices at which, the Series 2021A Bonds will be subject to optional redemption.

(viii) The terms of any contract for credit enhancement of the Series 2021A Bonds.

(b) Upon the sale of the Series 2021A Bonds, the Delegated Officers shall execute a Delegation Certificate substantially in the form attached hereto as **Exhibit D** reflecting the final terms and provisions of the Series 2021A Bonds and certifying that the final terms and provisions of the Series 2021A Bonds are consistent with, not in excess of, and no less favorable than the terms set forth in subparagraph (a) above.

Section 206. Form of Series 2021A Bond. The form of the Series 2021A Bonds is attached to this Supplemental Resolution as **Exhibit A** and is incorporated herein by this reference, and approved with such revisions and designations as required pursuant to the terms of sale thereof.

Section 207. Execution and Delivery of Series 2021A Bonds. The Series 2021A Bonds shall be manually executed on behalf of the University by the President of the Regents, countersigned by the Bursar of the University, and attested by the Secretary to the Regents. The Series 2021A Bonds shall be delivered to the purchaser thereof upon compliance with the provisions of Section 3.2 of the Resolution.

Section 208. Redemption of Series 2021A Bonds Prior to Maturity.

Upon the sale of the Series 2021A Bonds, the Series 2021A Bonds will be subject to redemption, as approved by the Delegated Officer in the Delegation Certificate, as set forth in the Bond Purchase Contract and if subject to redemption, the following provisions shall apply:

(a) **Selection for Redemption.** If less than all Series 2021A Bonds are to be redeemed, the particular maturities of such Series 2021A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the Series 2021A Bonds are to be redeemed, the Series 2021A Bonds to be redeemed will be selected by lot. If less than all of a Series 2021A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

If less than all of the principal amount of any Series 2021A Bond is redeemed, upon surrender of such Series 2021A Bond at the principal corporate trust office of the Trustee there shall be issued to the Registered Owners, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Series 2021A Bond or Series 2021A Bonds, at the option of the Registered Owners, with like maturity and interest rate in any of the denominations authorized by this Supplemental Resolution

(b) Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the Series 2021A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by firstclass mail, postage prepaid, addressed to the registered owners of such Series 2021A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee and may be sent to all registered securities depositories and one or more national information services disseminating notices of redemption. With respect to any notice of optional redemption of Series 2021A Bonds, unless upon the giving of such notice such Series 2021A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2021A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such Series 2021A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Section 209. Book-Entry Only System.

(a) The Series 2021A Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2021A Bonds, except in the event the Trustee issues Replacement Bonds as provided below. It is anticipated that during the term of the Series 2021A Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the Series 2021A Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the Series 2021A Bonds are registered in the name of Cede & Co., as nominee of the DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2021A Bonds and all notices with respect to the Series 2021A Bonds shall be made and given in the manner provided in the Representations Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the Series 2021A Bonds and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the book-entry system of the Securities Depository, the University shall execute and the Trustee shall authenticate and deliver one or more Series 2021A Bond certificates (the "Replacement Bonds") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the Series 2021A Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2021A Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to Series 2021A Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the Series 2021A Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the Series 2021A Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2021A Bonds.

(d) The Representations Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the Series 2021A Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Supplemental Resolution which are intended to be complete without reference to the Representations Letter. In the event of any conflict between the terms of the Representations Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 210. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the Trustee shall cause the authentication and delivery of Series 2021A Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III CREATION OF ACCOUNTS; APPLICATION OF SERIES 2021A BOND PROCEEDS

Section 301. Creation of Accounts. In connection with the issuance of the Series 2021A Bonds, the University hereby establishes the following funds and subaccounts under the Construction Fund:

- (i) the Escrow Account, to be held by the Escrow Agent; and
- (ii) the 2021A Costs of Issuance Account, to be held by the Escrow Agent.

Section 302. Application of Proceeds of Series 2021A Bonds. Proceeds of the sale of the Series 2021A Bonds shall be applied as follows:

(i) Proceeds of the Series 2021A Bonds in the amount as specified in a Written Certificate of the University shall be transferred to the Escrow Agent for investment as contemplated by the Escrow Agreement and in accordance with the provisions of Section 57-504, Idaho Code (except for any amount to be retained as cash), and the obligations in which such proceeds are so invested and any remaining cash shall be deposited in trust by the Escrow Agent as required by the Escrow Agreement; and

(ii) The amount necessary to pay the 2021A Costs of Issuance, in the amount as specified in a Written Certificate of the University, shall be transferred to the 2021A Costs of Issuance Account held by the Escrow Agent. The Escrow Agent shall be directed in the Written Certificate to transfer any balance remaining in the 2021A Costs of Issuance Account, after payment of the 2021A Costs of Issuance, to the Trustee for deposit in the Bond Fund for the Series 2021A Bonds, no later than July 1, 2021.

ARTICLE IV PLAN OF DEFEASANCE AND REDEMPTION

Section 401. Defeasance and Redemption of 2011 Bonds. In the event the Series 2021A Bonds are sold and issued pursuant to the authority delegated in Section 205 hereof, the 2011 Bonds shall be defeased upon issuance of the Series 2021A Bonds, and the 2011 Bonds

subject to mandatory tender for purchase on April 1, 2021, shall be purchased when tendered on April 1, 2021 (the "Tender Date"). The 2011 Bonds shall be paid with proceeds of the Series 2021A Bonds, together with proceeds of investment, and other available funds, if any, as provided in Section 302 hereof and in the Escrow Agreement. Notices of defeasance and mandatory tender of the 2011 Bonds shall be given as provided in the 2010 Supplemental Resolution, the Escrow Agreement and the Representations Letter.

Pursuant to the Escrow Agreement the University shall irrevocably set aside for and pledge to the 2011 Bonds money and Investment Securities in amounts which, together with known earned income from the Investment Securities, will be sufficient in amount to pay the principal of and interest on the 2011 Bonds as the same become due upon mandatory tender on the Tender Date. Based upon the foregoing as shall be verified by a certified public accountant, the 2011 Bonds will be defeased upon deposit of such money and Investment Securities immediately following the delivery of the Series 2021A Bonds.

Upon establishment and funding of the Escrow Account, the money, securities and funds pledged under the Resolution, and all covenants, agreements and obligations of the University to the holders of the 2011 Bonds shall thereupon cease, terminate and thereupon become void and be discharged and satisfied.

After all the 2011 Bonds shall have become due and payable upon maturity or pursuant to mandatory tender, any investments remaining in the Escrow Account shall be liquidated and any proceeds of liquidation over and above the amount necessary to be retained for the payment of 2011 Bonds not yet presented for payment, including interest due and payable, shall be paid over to the University for deposit into the Bond Fund.

Section 402. Investment Securities. Pursuant to the Escrow Agreement, Investment Securities shall be purchased with proceeds of the Series 2021A Bonds and deposited into the Escrow Account to defease the 2011 Bonds. In the event that state and local government series securities (SLGS) are not available for purchase, the Regents authorize a request for bids be issued on behalf of the University by a bidding agent (the "Bidding Agent"), to solicit bids to provide certain Investment Securities purchased on the open market for deposit into the Escrow Account pursuant to the Escrow Agreement (the "Open Market Securities"). The University is authorized to direct that the Bidding Agent solicit bids for the Open Market Securities in a manner that will avail the University of the safe harbor for establishing the yield on the Investment Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

Upon determination by the Bidding Agent of the best bid for providing the Open Market Securities, the Delegated Officer is hereby authorized to accept the bid and to do or perform all such acts as may be necessary or advisable to evidence the University's acceptance and approval of the bid and to carry the same into effect.

The officials of the University are directed to obtain from the Bidding Agent prior to issuance of the Series 2021A Bonds, such certifications as shall be necessary to evidence the University's compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

ARTICLE V AMENDMENTS TO RESOLUTION

Section 501. Amendments to Pledged Revenues. Pursuant to subparagraph B(2) of Section 10.1 of the Resolution authorizing the Board to amend the Resolution for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Resolution, or in regard to questions arising under the Resolution, as the University may deem necessary or desirable, and which shall not adversely affect the interests of the Trustee or the Registered Owners of the Bonds, the Resolution is hereby amended as follows:

(a) The definition of Pledged Revenues is hereby amended (i) by striking paragraphs A, B and C of such definition, and (ii) by striking of what is now clause (vi) paragraph D thereof so that the definition of Pledged Revenues shall read in its entirety follows:

“Pledged Revenues” means When neither the Recreation Center Bonds nor the Activity Center Bonds shall be outstanding, Pledged Revenues shall include: (i) Student Fees; (ii) Sales and Services Revenues; (iii) the F&A Recovery Revenues; (iv) Other Operating Revenues; (v) Investment Income; (vi) proceeds from the sale of a Series of Bonds and moneys and investment earnings thereon, except as otherwise provided in this Bond Resolution or a Supplemental Resolution; and (vii) such other revenues as the Regents shall designate as Pledged Revenues

(b) As a consequence of the amendment set forth in subsection (a) above, the following defined term is deleted from Section 1.1.

“Direct Payments” means the interest subsidy payments received by the University from the United States Treasury pursuant to Section 6431 of the Code or other similar programs with respect to Bonds issued under the Resolution.

ARTICLE VI MISCELLANEOUS

Section 601. Other Actions With Respect to Series 2021A Bonds. The officers and employees of the University shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the sale and issuance of the Series 2021A Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2021A Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Regents or the Bursar shall be unavailable to execute the Series 2021A Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Regents.

Section 602. Governing Law. By the acceptance of the Series 2021A Bonds, the owners of the Series 2021A Bonds shall be deemed to agree that their rights as bondholders shall be governed by the laws of the State of Idaho.

Section 603. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Supplemental Resolution on the part of the University (or of the Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Supplemental Resolution or of the Series 2021A Bonds; but the owners of the Series 2021A Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 604. Savings Clause. Except as amended by this Supplemental Resolution, the Resolution shall remain in full force and effect.

Section 605. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 606. Restatement of Resolution. To the extent that this Supplemental Resolution amends or supplements the Resolution, the Resolution shall be treated as so amended or supplemented, and the University is hereby authorized to incorporate any of the provisions of this Supplemental Resolution into a restatement of the Resolution.

(The next page is the signature page)

ADOPTED AND APPROVED this 16th day of December, 2020.

REGENTS OF THE UNIVERSITY OF
IDAHO

President

Vice President for Finance and Bursar

ATTEST:

Secretary

SCHEDULE 1

2011 Bonds

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INITIAL TERM INTEREST RATE PERIOD ENDS	INTEREST RATE
2041	\$60,765,000	March 31, 2021	5.25%

EXHIBIT A
FORM OF SERIES 2021A

[Face of Bond]

R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF IDAHO

REGENTS OF THE UNIVERSITY OF IDAHO
GENERAL REVENUE REFUNDING BOND, SERIES 2021A

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
		____/____/2021	914318____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the University of Idaho, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund hereinafter defined, to the registered owner identified above, or registered assigns, on the maturity date specified above or the date of prior redemption, whichever occurs first, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the Dated Date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on _____, 2021, and semiannually on each October first and April first thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

This Bond is a special obligation of the University payable solely in accordance with the terms hereof, and is not an obligation general, special, or otherwise of the State of Idaho, does not constitute a debt, legal, moral, or otherwise, of the State of Idaho, and is not enforceable against the State of Idaho, nor shall payment hereof be enforceable out of any funds of the University other than the revenues, fees, and charges pledged thereto in the Bond Resolution (hereinafter defined). Pursuant to the Bond Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund (as defined in the Bond Resolution) to provide for the prompt payment of the principal of and interest on, and redemption price of, the hereinafter defined Series 2021A Bonds of which this Bond is a part. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Bond Resolution.

Both principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books (the "Bond Register") of the University maintained by the principal corporate trust office of Wells Fargo Bank, N.A. (the "Trustee"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the fifteenth day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid by check or draft of the Trustee mailed to such registered owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee, on or after the date of maturity or prior redemption.

This Series 2021A Bond is one of a duly authorized issue of General Revenue Refunding Bonds, Series 2021A (the "Series 2021A Bonds") of like date, tenor, and effect, except for variations required to state numbers, denominations, rates of interest, redemption provisions, and dates of maturity, aggregating \$_____ in principal amount. The Series 2021A Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly chapter 38 of Title 33, Idaho Code, and chapter 5, Title 57, Idaho Code, and proceedings duly adopted and authorized by the Regents of the University (the "Regents"), on behalf of the University, more particularly the Resolution adopted by the Regents on November 22, 1991, as previously amended and supplemented, and as further amended and supplemented by a Supplemental Resolution adopted by the Regents on December 16, 2021, authorizing the issuance of the Series 2021A Bonds (collectively, the "Bond Resolution").

This Series 2021ABond is one of the Series 2021A Bonds of the University issued for the purpose of (i) defeasing and purchasing certain of the University's outstanding bonds, and (ii) paying expenses properly incident thereto and to the issuance of the Series 2021A Bonds. The principal of, interest on, and redemption price of the Series Series 2021A Bonds is payable solely from certain revenues and funds of the University pledged therefor and consisting generally of revenue from certain student fees and enterprises as more particularly set forth in the Bond Resolution.

****The Series 2021A Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").****

****Unless this Bond is presented by an authorized representative of DTC to the University or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.****

[insert redemption provisions]

Reference is hereby made to the Bond Resolution for the covenants and declarations of the University and other terms and conditions under which this Series 2021A Bond and the Series 2021A Bonds of this series have been issued. The covenants contained herein and in the Bond Resolution may be discharged by making provisions, at any time, for the payment of the principal of and interest on this Series 2021A Bond in the manner provided in the Bond Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Series 2021A Bonds of this series does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Regents of the University of Idaho have caused this Bond to be executed by the manual or facsimile signature of the President of the Regents, of the Bursar of the University, and attested by the manual or facsimile signature of the Secretary of the Regents, and a facsimile or original of the official seal of the University to be imprinted hereon, as of this ____ day of _____, 2021.

THE REGENTS OF THE UNIVERSITY OF
IDAHO

By _____
President

COUNTERSIGNED:

Bursar

ATTEST:

Secretary

(SEAL)

EXHIBIT A - 3

4851-7622-3439.1
BAHR

[Form of Trustee's Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This Bond is one of the Regents of the University of Idaho General Revenue Refunding Bonds, Series 2021A, described in the within-mentioned Bond Resolution.

WELLS FARGO BANK, N.A., as Trustee

By _____
Authorized Officer

[End of Form of Trustee's Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____

of _____
 to transfer said bond on the books kept for registration thereof with full power of substitution in
 the premises.

Dated: _____

Registered Owner

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member
 of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion
 Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion
 Signature Program).

NOTICE: The signature to this assignment must correspond with the name as it appears upon the
 face of the within Bond in every particular, without alteration or enlargement or any change whatever.

[End of Form of Assignment]

** Include when Bonds registered with DTC.**

[Bracketed text deleted when Bonds DTC-registered.]

[End of Form Series 2021A Bond]

EXHIBIT B
FORM OF CONTINUING DISCLOSURE UNDERTAKING

EXHIBIT C
FORM OF ESCROW AGREEMENT

EXHIBIT D
FORM OF DELEGATION CERTIFICATE



7 World Trade Center
 250 Greenwich Street
 New York 10007
www.moodyys.com

February 11, 2020

Mr. Brian Foisy
 University of Idaho
 875 Perimeter Drive
 MS 3168
 Moscow, ID 83844-3168

Dear Mr. Foisy:

We wish to inform you that Moody's Investors Service has assigned a rating of **A1** with a **negative** outlook to University of Idaho's General Revenue and Refunding Bonds, Series 2020A, issued by the Regents of the University of Idaho.

Credit ratings issued by Moody's Investors Service, Inc. and its affiliates ("Moody's") are Moody's current opinions of the relative future credit risk of entities, credit commitments, or debt or debt-like securities and are not statements of current or historical fact. Moody's credit ratings address credit risk only and do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility.

This letter uses capitalized terms and rating symbols that are defined or referenced either in *Moody's Definitions and Symbols Guide* or *MIS Code of Professional Conduct* as of the date of this letter, both published on www.moodyys.com. The Credit Ratings will be publicly disseminated by Moody's through normal print and electronic media as well as in response to verbal requests to Moody's Rating Desk. Moody's related research and analyses will also be published on www.moodyys.com and may be further distributed as otherwise agreed in writing with us.

Moody's Credit Ratings or any corresponding outlook, if assigned, will be subject to revision, suspension or withdrawal, or may be placed on review, by Moody's at any time, without notice, in the sole discretion of Moody's. For the most current Credit Rating, please visit www.moodyys.com.

Moody's has not consented and will not consent to being named as an expert under applicable securities laws, such as section 7 of the Securities Act of 1933. The assignment of a rating does not create a fiduciary relationship between Moody's and you or between Moody's and other recipients of a Credit Rating. Moody's Credit Ratings are not and do not provide investment advice or recommendations to purchase, sell or hold particular securities. Moody's issues Credit Ratings with the expectation and understanding that each investor will make its own evaluation of each security that is under consideration for purchase, sale or holding.

Moody's adopts all necessary measures so that the information it uses in assigning a Credit Rating is of sufficient quality and from sources Moody's considers to be reliable including, when appropriate, independent third-party sources. However, Moody's is not an auditor and cannot in every instance independently validate or verify information received in the rating process. Moody's expects and is relying upon you possessing all legal rights and required consents to disclose the information to Moody's, and that such information is not subject to any restrictions that would prevent use by Moody's for its ratings process. In assigning the Credit Ratings, Moody's has relied upon the truth, accuracy, and completeness of the information supplied by you or on your behalf to Moody's. Moody's expects that you will, and is relying upon you to, on an ongoing basis, promptly provide Moody's with all information necessary in order for Moody's to accurately and timely monitor the Credit Ratings, including current financial and statistical information.

Under no circumstances shall Moody's have any liability (whether in contract, tort or otherwise) to any person or entity for any loss, injury or damage or cost caused by, resulting from, or relating to, in whole or in part, directly or

February 11, 2020

Mr. Brian Foisy
University of Idaho
875 Perimeter Drive
MS 3168
Moscow, ID 83844-3168

indirectly, any action or error (negligent or otherwise) on the part of, or other circumstance or contingency within or outside the control of, Moody's or any of its or its affiliates' directors, officers, employees or agents in connection with the Credit Ratings. **ALL INFORMATION, INCLUDING THE CREDIT RATING, ANY FEEDBACK OR OTHER COMMUNICATION RELATING THERETO IS PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. MOODY'S MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH INFORMATION.**

Any non-public information discussed with or revealed to you must be kept confidential and only disclosed either (i) to your legal counsel acting in their capacity as such; (ii) to your other authorized agents acting in their capacity as such with a need to know that have entered into non-disclosure agreements with Moody's in the form provided by Moody's and (iii) as required by applicable law or regulation. You agree to cause your employees, affiliates, agents and advisors to keep non-public information confidential.

If there is a conflict between the terms of this rating letter and any related Moody's rating application, the terms of the executed rating application will govern and supercede this rating letter.

Should you have any questions regarding the above, please do not hesitate to contact the analyst assigned to this transaction, Patrick McCabe at 212-553-4506.

Sincerely,

Moody's Investors Service Inc.

Moody's Investors Service Inc.

cc: Heather Casperson
Public Financial Management
800 Nicollet Mall
Suite 2710
Minneapolis, MN 55402

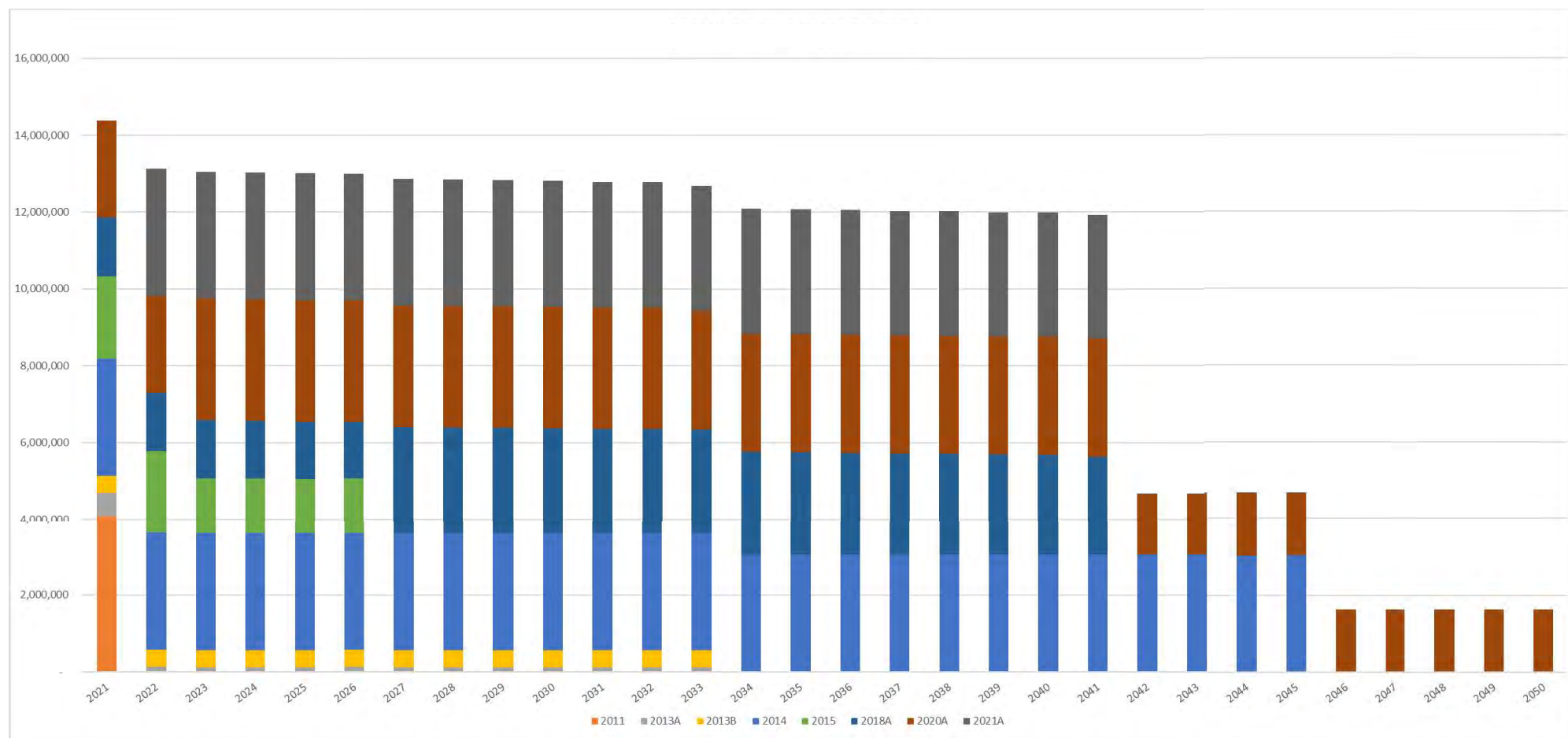
University of Idaho
Debt Service Projections

	2011		2013A		2013B		2014		2015		2018A		2020		2021 ⁽¹⁾		Total Debt
Date	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal ⁽²⁾	Interest ⁽²⁾	Service
2021	\$ 1,420,000	\$ 2,666,738	\$ 545,000	\$ 60,650	\$ 285,000	\$ 162,318	\$ 960,000	\$ 2,082,950	\$ 1,715,000	\$ 435,000	\$ 130,000	\$ 1,391,343	\$ 390,000	\$ 2,131,650	\$ -	-	\$ 14,375,648
2022	-	-	100,000	38,850	290,000	155,193	1,010,000	2,034,950	1,805,000	349,250	125,000	1,388,743	410,000	2,112,150	1,485,000	1,823,333	13,127,468
2023	-	-	85,000	35,850	300,000	147,363	1,060,000	1,984,450	1,210,000	259,000	115,000	1,386,243	1,070,000	2,091,650	1,710,000	1,594,000	13,048,555
2024	-	-	90,000	33,300	305,000	138,663	1,115,000	1,931,450	1,265,000	198,500	110,000	1,383,943	1,125,000	2,038,150	1,775,000	1,525,600	13,034,605
2025	-	-	90,000	30,600	315,000	129,208	1,165,000	1,875,700	1,320,000	135,250	105,000	1,381,743	1,180,000	1,981,900	1,840,000	1,454,600	13,004,000
2026	-	-	100,000	27,900	325,000	118,813	1,225,000	1,817,450	1,385,000	69,250	100,000	1,379,538	1,235,000	1,922,900	1,910,000	1,381,000	12,996,850
2027	-	-	100,000	24,900	335,000	107,438	1,290,000	1,756,200	-	-	1,415,000	1,377,338	1,300,000	1,861,150	1,985,000	1,304,600	12,856,625
2028	-	-	100,000	21,900	350,000	95,210	1,355,000	1,691,700	-	-	1,440,000	1,345,500	1,365,000	1,796,150	2,060,000	1,225,200	12,845,660
2029	-	-	105,000	18,900	365,000	81,910	1,420,000	1,623,950	-	-	1,500,000	1,273,500	1,435,000	1,727,900	2,135,000	1,142,800	12,828,960
2030	-	-	110,000	15,356	375,000	67,675	1,495,000	1,552,950	-	-	1,565,000	1,198,500	1,505,000	1,656,150	2,220,000	1,057,400	12,818,031
2031	-	-	110,000	11,644	390,000	52,675	1,565,000	1,478,200	-	-	1,630,000	1,120,250	1,580,000	1,580,900	2,300,000	968,600	12,787,269
2032	-	-	115,000	7,931	410,000	35,905	1,645,000	1,399,950	-	-	1,705,000	1,038,750	1,660,000	1,501,900	2,390,000	876,600	12,786,036
2033	-	-	120,000	4,050	425,000	18,275	1,730,000	1,317,700	-	-	1,780,000	953,500	1,655,000	1,418,900	2,485,000	781,000	12,688,425
2034	-	-	-	-	-	-	1,810,000	1,231,200	-	-	1,855,000	864,500	1,735,000	1,336,150	2,575,000	681,600	12,088,450
2035	-	-	-	-	-	-	1,885,000	1,158,800	-	-	1,940,000	771,750	1,820,000	1,249,400	2,645,000	604,350	12,074,300
2036	-	-	-	-	-	-	1,960,000	1,083,400	-	-	2,020,000	674,750	1,915,000	1,158,400	2,720,000	525,000	12,056,550
2037	-	-	-	-	-	-	2,060,000	980,500	-	-	2,105,000	573,750	2,010,000	1,062,650	2,795,000	443,400	12,030,300
2038	-	-	-	-	-	-	2,175,000	872,350	-	-	2,205,000	468,500	2,105,000	962,150	2,875,000	359,550	12,022,550
2039	-	-	-	-	-	-	2,285,000	758,163	-	-	2,295,000	358,250	2,210,000	856,900	2,955,000	273,300	11,991,613
2040	-	-	-	-	-	-	2,410,000	638,200	-	-	2,400,000	243,500	2,305,000	768,500	3,035,000	184,650	11,984,850
2041	-	-	-	-	-	-	2,500,000	541,800	-	-	2,470,000	123,500	2,395,000	676,300	3,120,000	93,600	11,920,200
2042	-	-	-	-	-	-	2,600,000	441,800	-	-	-	-	1,055,000	580,500	-	-	4,677,300
2043	-	-	-	-	-	-	2,705,000	337,800	-	-	-	-	1,105,000	527,750	-	-	4,675,550
2044	-	-	-	-	-	-	2,810,000	229,600	-	-	-	-	1,160,000	472,500	-	-	4,672,100
2045	-	-	-	-	-	-	2,930,000	117,200	-	-	-	-	1,220,000	414,500	-	-	4,681,700
2046	-	-	-	-	-	-	-	-	-	-	-	-	1,280,000	353,500	-	-	1,633,500
2047	-	-	-	-	-	-	-	-	-	-	-	-	1,345,000	289,500	-	-	1,634,500
2048	-	-	-	-	-	-	-	-	-	-	-	-	1,410,000	222,250	-	-	1,632,250
2049	-	-	-	-	-	-	-	-	-	-	-	-	1,480,000	151,750	-	-	1,631,750
2050	-	-	-	-	-	-	-	-	-	-	-	-	1,555,000	77,750	-	-	1,632,750
2051	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 1,420,000	\$ 2,666,738	\$ 1,770,000	\$ 331,831	\$ 4,470,000	\$ 1,310,643	\$ 45,165,000	\$ 30,938,413	\$ 8,700,000	\$ 1,446,250	\$ 29,010,000	\$ 20,697,388	\$ 44,015,000	\$ 34,981,900	\$ 47,015,000	\$ 18,300,183	\$ 292,238,344

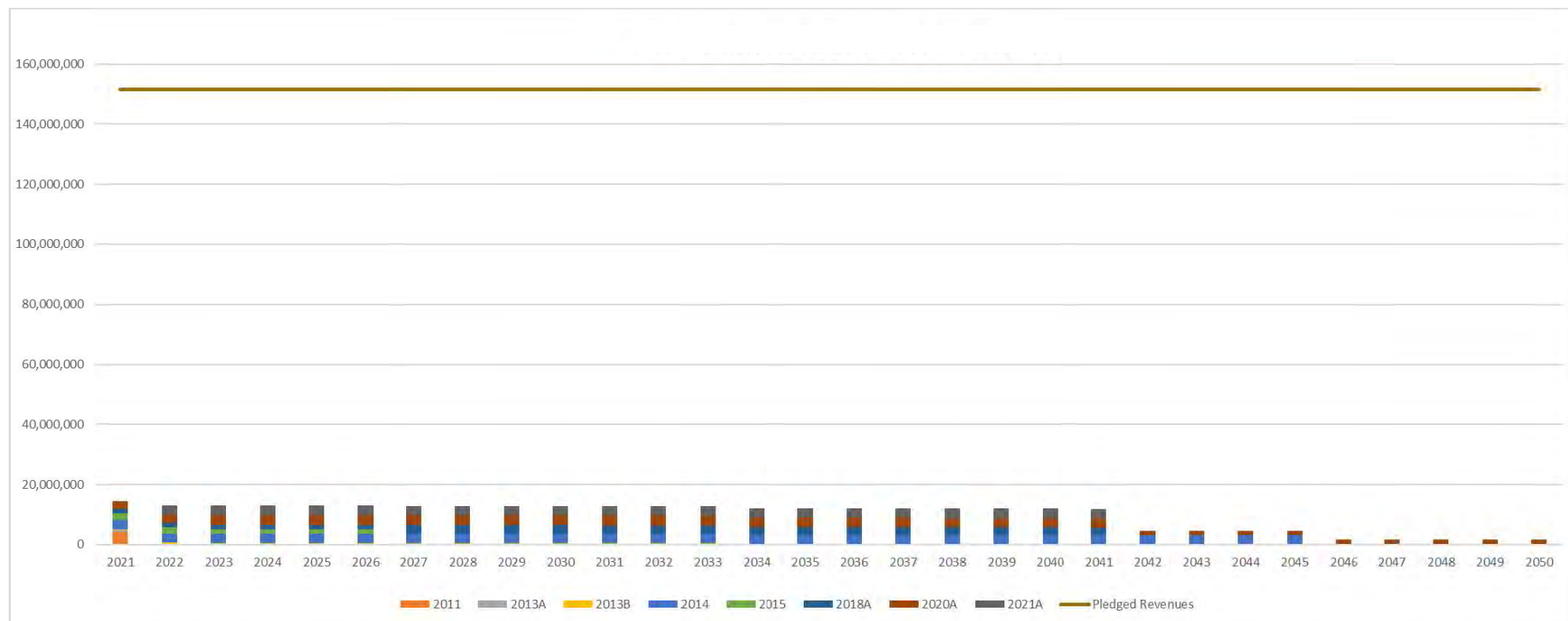
⁽¹⁾ The Series 2021A Bonds will current refund the outstanding 2011 Bonds on the call date of April 1, 2021; therefore, the 2011 Bonds have not been included in this table.

⁽²⁾ Preliminary, subject to change.

University of Idaho
Debt Service Projections



University of Idaho
Debt Service Projections – As Compared to Current Pledged Revenues



Note: Current Pledged Revenues are \$148,578,652 from Fiscal Year 2020.

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

UNIVERSITY OF IDAHO

SUBJECT

Approval of University of Idaho Strategic Initiatives Fund, Inc.

REFERENCE

November 2, 2020

Board of Regents approval of Lease and Concession Agreement.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.,¹
Idaho Code Sections 33-5001 through 33-5010

BACKGROUND/DISCUSSION

With the approval of the Board, the U of I has executed a Lease and Concession Agreement (Concession Agreement) under which the University will receive an up-front payment in the amount of \$225,000,000. As discussed with the Board at the time the Concession Agreement was under consideration for approval, the University intends to deposit the net proceeds of the up-front payment, (estimated to be \$188,340,000 after reduction for transaction costs and bond defeasance costs) into a fund for the purpose of investment of the net proceeds and distributions to the University of fund earnings and corpus over the 50 year life of the Concession Agreement.

The U of I seeks approval for the creation of an Idaho non-profit corporation to be known as the University of Idaho Strategic Initiatives Fund (Fund). The Fund will be organized and operated so as to benefit the University of Idaho through the investment, management, and administration of funds transferred to the Fund from the U of I. Investment, management and administration of these funds shall be in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, as will be documented in an agreement between the Fund and the U of I Foundation for this purpose.

Attachment 1 to these materials is a draft of the proposed Articles of Incorporation of the Fund (Articles). The terms of the Articles establish the single purpose of the Fund to be to benefit the U of I through investment, management and administration of funds received from the U of I (Article V – Purposes). Other material terms of the Articles include:

1. Limitation of the Fund to specific purposes set out in Internal Revenue Code section 501(c)(3), for charitable organizations;
2. Establishing the President of the U of I as the sole Member of the Fund;
3. Establishing the Board of Directors to be:

¹ Policy V.E. is not directly applicable but elements of the proposed Fund are analogous to a supporting foundation and sections of Policy VE provide good guidance for those elements. See final paragraph under IMPACT.

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

- a. The President of the Board of Regents (or another Regent designated by the President of the Board of Regents);
 - b. The U of I Vice President for Finance and Administration; and
 - c. A Director from outside the U of I appointed by the President of the U of I;
4. Establishing that in the event of dissolution of the Fund, all net assets are returned to the U of I; and
 5. Requiring approval of the Member for any revisions to the Articles.

Attachment 2 to these materials are the proposed Bylaws of the Fund (Bylaws) which will be presented to the Directors in conjunction with the Organizational Meeting of the Fund. Material terms of the Bylaws include:

- A. Establishing general powers and standards for the Directors (Section 3.1)
- B. Addressing Director Conflicts of Interest (Section 3.12)
- C. Establishing Officers of the Fund as follows
 - a. President: A member of the Board of Directors of the Fund other than the Vice President for Finance and Administration (Section 4.5)
 - b. Secretary: The Vice President for Finance and Administration.² (Section 4.6)
 - c. Treasurer: A member of the Board of Directors of the Fund other than the Vice President for Finance and Administration (Section 4.7);
- D. Addressing Officer conflicts of interest (Section 4.9)
- E. Establishing the financial accounting including fiscal year and audit functions of the Fund, as well as authorizing the Fund to acquire accounting services from the U of I necessary to properly document the operations of the Fund (Section 5)
- F. Requirements for corporate insurance and the ability of the Fund to acquire assistance from the U of I for administrative support in acquiring and maintaining the appropriate insurance policies. (Section 6.4)
- G. Requiring approval of the Member for any revisions to the Bylaws.

Attachment 3 to these materials is a proposed Authorization Resolution to evidence the approvals of the Board. This resolution approves the creation of the Fund as an Idaho non-profit corporation and approves the transfer of Net Proceeds from the University to the Fund. In addition, the resolution contains instructions to the U of I President which address the relationship between the U of I and the Fund, including i) segregation of funds, ii) ability to supply administrative support to the Fund, iii) required reporting to the Board, iv) annual budgeting and v) review with the Board of Regents prior to approval of any proposed modifications of the Articles or Bylaws.

² Limiting the office of Secretary as the only office to be held by the Vice President for Finance and Administration recognizes the limitation established in Board Policy V.E. that U of I officials not have the ability in and of themselves to enact or make policy, have financial oversight, investment decision authority or supervision of Fund employees. The sole influence in these areas for the Vice President of Finance and Administration will come only as one of three directors.

IMPACT

Creation of the Fund and the transfer of Net Proceeds to the Fund will provide an appropriate tax structure and a mechanism for maximizing the investment return to the U of I in order to create the anticipated cash flows reviewed with the Board during the Board's consideration of the Concession Agreement. Annual returns from the Fund will start to flow back to the U of I creating the opportunities for investments in the areas of i) undergraduate scholarships and distance learning, ii) graduate scholarships and stipends along with research support, and iii) growing enrollment through investments in marketing and recruitment.

Impact on the U of I financial statements is expected to be minimal. The Fund will be included in the institution's financial statements as a blended unit.³ There will be minimal if any changes to institutions net assets, reserves or financial ratios from the transfer of Net Proceeds to the Fund.

Controls for the relationship between the University and the Fund are inherent in the separate corporate structure, including the inclusion of the President of the Board of Regents (or said President's designee) in the board of directors. In addition, a portion of the proposed resolution draws by analogy from Board Policy V.E. with respect to the Board's instruction to the President in the final paragraph of the Approval Resolution including:

1. Separation of Funds from the University
2. Levels of Administrative Support
3. Independence of the Board of Directors from the President of the University
4. Reports to the Board of Regents by the President of the University
5. Reports to be requested by the President of the University from the Fund; and
6. Presentation of proposed changes to the corporate documents to the Board of Regents prior to effecting any material change.

ATTACHMENTS

Attachment 1 – Proposed Articles of Incorporation

Attachment 2 – Proposed Bylaws

Attachment 3 – Proposed Approval Resolution

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Strategic Initiatives Fund was proposed to the Board at its special board meeting on November 2, 2020, related to the Public-Private Partnership (P3) that the Board approved. The Strategic Initiatives Fund will be a separate non-profit corporation governed by its own board of directors. The intent is for the Fund to contract with the University's Foundation for investment services. The University has stated that disbursements from the Fund will be used to make required utility fee payments, support student success through scholarships, invest in research,

³ Qualification as a "blended unit" means that the Fund financials are combined with the University's for reporting purposes. Thus, there is no overall effect on the financial position ratio from the transfer of funds.

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 17, 2020

and for marketing and communications outreach to promote enrollment. The Board will receive an annual report on disbursements from the Fund. Staff recommends approval.

BOARD ACTION

I move to approve the Resolution proposed by the University of Idaho as set forth in Attachment 3, the title of which is as follows:

A Resolution of The Regents of the University of Idaho Authorizing Creation of the University of Idaho Strategic Initiatives Fund and Authorizing Transfer of University Funds, Including Authorizing Execution and Delivery of Documents in Connection Therewith.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**ARTICLES OF INCORPORATION
OF
UNIVERSITY OF IDAHO STRATEGIC INITIATIVES FUND, INC.**

The undersigned, acting as the incorporator of a nonprofit corporation (“**Corporation**”) organized under and pursuant to the Idaho Nonprofit Corporation Act, Chapter 30, Title 30, Idaho Code (“**Act**”), adopts the following Articles of Incorporation (“**Articles**”).

**ARTICLE I
NAME OF THE CORPORATION**

The name of the Corporation is University of Idaho Strategic Initiatives Fund, Inc.

**ARTICLE II
STATUS**

The Corporation is a nonprofit corporation.

**ARTICLE III
PERIOD OF DURATION**

The duration of the Corporation is perpetual.

**ARTICLE IV
REGISTERED OFFICE AND AGENT**

The location of the Corporation is in the City of Moscow, State of Idaho. The address of the Corporation’s initial registered office is 875 Perimeter Drive, Moscow, Idaho 83844, and the name of the initial registered agent at this address is Kent E. Nelson.

**ARTICLE V
PURPOSES**

The Corporation is organized exclusively for charitable, religious, education and scientific purposes under section 501(c)(3) of the Internal Revenue Code, as amended from time to time. Further, the Corporation is organized and will be operated so as to benefit the University of Idaho (“**University**”) through the investment, management, and administration, in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, of funds transferred to the Corporation from the University. The Corporation may do so in the following manner:

A. Providing support for the charitable, educational, or scientific purposes of the University within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

B. Investment, management, and administration, in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, of funds transferred from the University (the “Funds”)

C. Disbursement of earnings and corpus of the Funds, in the discretion of the Board of Directors of the Corporation, for the exclusive benefit of the University including, without limitation, distributions supporting the University’s utility system and the University’s strategic direction in research and educational activities; all pursuant to written requests for distribution from the President of the University or the President’s designee.

D. To the extent not inconsistent with the foregoing, the transaction of any lawful activity and the exercise of all powers granted by law necessary and proper to carry out the foregoing purposes.

E. In carrying out its purposes, the Corporation shall support the institution at all times in a cooperative, ethical, and collaborative manner, and shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the University to be in violation of applicable policies of The Board of Regents of the University of Idaho; or (3) conflict with the role and mission of the University.

ARTICLE VI LIMITATIONS

No part of the net earnings or the assets of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

The Corporation shall operate as a legal entity separate from the University or The Board of Regents of the University of Idaho. The conduct of the business and affairs of the Corporation shall be independent of the University and neither the Corporation nor its board of directors have any authority to cause the University to be liable for any contracts, torts or other acts or omissions

of the Corporation or its directors, officers, agents or employees. All correspondence, solicitations, activities, and advertisements of the Corporation shall be clearly discernible as from the Corporation, and not the University.

ARTICLE VII MEMBERS

The Corporation shall have one member. The sole member of the Corporation is the President¹ of the University of Idaho (the “**Member**”). The Member shall have such rights as are provided in the Act.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by its Board of Directors (“**Board of Directors**”). The number of Directors serving on the Board of Directors shall at all times be three (3) (each a “**Director**” and collectively “**Directors**”). Other than the Directors constituting the initial Board of Directors, the Directors shall be as follows:

1. One Director shall be the President of The Board of Regents of the University of Idaho (Regents), or such other member of the Regents as may be designated by the President of the Regents;
2. One Director shall be the Vice President of Finance and Administration of the University of Idaho; and
3. One Director shall be from outside the University (not a Regent nor an employee of the University or any of its affiliated organizations) appointed solely by the Member and in the manner and for the term provided in the Bylaws of the Corporation.

The term of the initial Directors shall be until the first annual meeting of the Corporation or until their successors are duly appointed and qualified.

The names and street addresses of the persons constituting the initial Board of Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Kent E. Nelson	c/o Office of General Counsel University of Idaho Administration Building 127 875 Perimeter Dr. MS 3158 Moscow, ID 83844-3158

¹ This shall mean the individual designated as the President by The Regents of the University of Idaho and shall include individuals holding the office of President of the University of Idaho on an interim basis until such time as a permanent appointment is made by the Regents.

Brian Foisy	Vice President for Finance and Administration University of Idaho Administration Building 211 875 Perimeter Dr. MS 3168 Moscow, ID 83844-3168
Lee Espy	c/o Office of the Vice President of Finance and Administration University of Idaho Administration Building ??? 875 Perimeter Dr. MS 3168 Moscow, ID 83844-3168

ARTICLE IX OFFICERS

The Corporation shall have Officers (“**Officers**”) as provided in the Bylaws. Such Officers shall be elected or appointed by the Directors at such time, and in such manner, and for such terms as may be prescribed in the Bylaws.

ARTICLE X DISTRIBUTION ON DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation exclusively to the University or other such charitable, scientific, literary, research or educational organizations designated by the University, which at that time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

ARTICLE XI INCORPORATOR

The name and street address of the incorporator is Kent E. Nelson, Administration Building Rm 127, 875 Perimeter Drive MS 3158, Moscow, ID 83844-3158.

ARTICLE XII BYLAWS

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws of the Corporation (the “**Bylaws**”).

ARTICLE XIII
LIMITATION OF LIABILITY AND INDEMNIFICATION

The Officers and Directors of the Corporation will not be personally liable for the Corporation's debts and liabilities, and their personal property is exempt from seizure or levy to pay obligations of the Corporation.

The Corporation shall indemnify, hold harmless, and defend present and former Directors, Officers, employees and agents of the Corporation to the fullest extent permitted by, and in accordance with, the Act as the same exists at the time of the adoption of these Articles or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the Act permitted the Corporation to provide prior to such amendment). Expenses, including attorney fees, incurred by present and former directors, officers, employees and agents of the Corporation in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding in accordance with the Act.

ARTICLE XIV
AMENDMENTS

The Articles and Bylaws of the Corporation may be amended according to any procedure authorized by the Act in effect at the time of amendment, subject, however, to Member approval.

DATED this _____ day of _____, 2020.

Kent E. Nelson, Incorporator

**BYLAWS
OF
UNIVERSITY OF IDAHO STRATEGIC INITIATIVES FUND, INC.**

1. OFFICES.

1.1 Principal Office. The principal office of the University of Idaho Strategic Initiatives Fund, Inc., an Idaho nonprofit corporation (“**Corporation**”), shall be located at c/o Vice President of Finance & Administration, 875 Perimeter Drive, Moscow, Idaho 83844. The Corporation may have such other offices as the Board of Directors may designate or as the business of the Corporation may require from time to time.

1.2 Registered Office. The registered office of the Corporation required by the Idaho Nonprofit Corporation Act, Chapter 30, Title 30, Idaho Code (“**Act**”), to be maintained in the State of Idaho shall be located at c/o Vice President of Finance & Administration 875 Perimeter Drive, Moscow, Idaho 83844-3168 and may be changed from time to time by the Board of Directors.

2. MEMBERS.

2.1 Membership. The President of the University of Idaho shall be the Corporation’s sole member (“**Member**”). Membership shall not expire.

2.2 Annual Meeting. The annual meeting of the Member shall be held on such date and at such time as the Member shall fix each year for the purpose of transacting such business as may come before the meeting.

2.3 Special Meetings. The Member, President of the Corporation, or the Board of Directors may call special meetings of the Member for any purpose or purposes.

2.4 Place of Meeting. Member meetings shall be held at the principal office of the Corporation; provided, however, that the Member, President of the Corporation, or the Board of Directors may designate any other place as the location for any annual or special meeting.

2.5 Notice of Meetings. The Corporation shall be given notice of any Member meeting in a fair and reasonable manner (including by electronic mail), unless otherwise waived by the Member.

2.6 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Act or under the provisions of the Articles of Incorporation of the Corporation (“**Articles**”) or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

2.7 Proxies. The Member may vote either in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution. Every proxy shall be revocable at the pleasure of the Member.

2.8 Action by Member Without a Meeting. Any action required or permitted to be taken at a meeting of the Member may be taken without a meeting by written consent, subject to other laws of the State of Idaho governing the official actions of the Member. The action must be evidenced by one or more written consents describing the action taken and signed by the Member. Such consent shall have the same effect as a unanimous vote of members and may be stated as such in any articles or documents filed with the Idaho Secretary of State under the Act.

3. BOARD OF DIRECTORS.

3.1 General Powers and Standard of Care.

3.1.1 All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of the Board of Directors except as may be otherwise provided in the Act or the Articles. If any such provision is made in the Articles, the powers and duties conferred or imposed upon the Board of Directors by the Act shall be exercised or performed to such extent by such person or persons as shall be provided in the Articles.

3.1.2 When exercising its powers to accomplish the purposes of the Corporation set forth in Article V-C of the Articles, the Board of Directors shall act as a committee to independently review all disbursement requests from the President of the University to ensure that each disbursement to the University will benefit the University and advance the University's strategic plans, including University's mission for education and research. No disbursement to the University shall be made without the independent review and independent authorization from the Board of Directors.

3.1.3 A Director shall perform such Director's duties as a Director, including such Director's duties as a member of any committee of the Board upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

3.2 Presumption of Assent. A Director of the Corporation who is present at a meeting of its Board of Directors at which any action on any corporate matter is taken shall be presumed to have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file such Director's written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the Secretary of the Corporation within three (3) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

3.3 Number and Appointment of Directors. The number of Directors serving on the Board of Directors shall be three (3). Each Director shall serve a term of one year. The names and addresses of the members of the first Board of Directors have been stated in the Articles. Such persons shall hold office until the first annual meeting of the Board of Directors, and until their successors shall have been duly appointed. At the first annual meeting of the Board of Directors, the Member shall appoint Directors to hold office until the next annual meeting of the Board of Directors as follows:

1. One Director shall be the President of The Board of Regents of the University of Idaho (Regents), or such other member of the Regents as may be designated by the President of the Regents;
2. One Director shall be the Vice President of Finance and Administration of the University of Idaho; and
3. One Director shall be from outside the University (not a Regent nor an employee of the University or any of its affiliated organizations) appointed solely by the Member and in the manner and for the term provided in these Bylaws of the Corporation.

The Board of Directors shall be appointed in a like manner every year thereafter. Each Director shall hold office for the term for which such Director is appointed and until such Director's successor shall have been elected and qualified.

3.4 Vacancies. Any vacancy occurring in the Board of Directors shall be filled according to Article III of the Articles of Incorporation. A Director appointed by the Member to fill a vacancy shall serve for the unexpired term of such Director's predecessor in office.

3.5 Removal of Directors & Resignation. Any director appointed by the Member may be removed with or without cause by the Member at any time. The Member shall give written notice of the removal to the director and either the presiding officer of the Board of Directors or the corporation's President or Secretary. A removal is effective when the notice is effective unless the notice specifies a future effective date.

3.6 Directors' Meetings.

3.6.1 Meetings of the Board of Directors, regular or special, may be held either within or without the State of Idaho. Unless otherwise specified in this section or in the notice for such meeting, all meetings shall be held at the principal office of the Corporation.

3.6.2 Except as otherwise provided in this Section, regular or special meetings of the Board of Directors may be called by or at the request of the Member, President of the Corporation, and any Director, as the case may be, upon written or verbal notice thereof given to all other Directors, as the case may be, at least three (3) days before the meeting. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

3.6.3 Members of the Board of Directors may participate in a meeting of the Board of Directors by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and the participation by such means shall constitute presence in person at a meeting.

3.6.4 The attendance at or participation of a Director or committee member in any meeting shall constitute a waiver of notice of such meeting, except where a Director or committee member attends or participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.6.5 Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice for such meeting.

3.7 Waiver of Notice. Whenever any notice is required to be given to any Director or committee member under the provisions of the Act, the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.8 Quorum and Voting Requirements. A majority of the number of Directors fixed by Section 3.3 of these Bylaws shall constitute a quorum for the transaction of business at meetings of the Board of Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.9 Action without a Meeting. Any action required by the Act to be taken at a meeting of the Board of Directors of the Corporation, or any action that may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Directors, as the case may be. Such consent shall have the same effect as a unanimous vote.

3.10 Ad Hoc Committees. The Board of Directors may from time to time organize standing or ad hoc committees to provide greater insight into specific areas for which the Corporation's Board of Directors is responsible. Said committees are to be chaired by a Director and serve with other Directors and non-directors who have expertise relating to specific committee responsibilities. Committee chair or member assignments may change at any time as approved by the Board of Directors.

3.11 Compensation. No Director or committee member shall receive a salary or compensation for services in that capacity but may be reimbursed for actual expenses incurred in the performance of such services. This provision shall not preclude any Director from serving the Corporation in any other capacity and receiving compensation for services rendered. However, no Director shall be related to any salaried staff or to parties providing services to the Corporation.

3.12 Director Conflicts of Interest.

3.12.1 A Director is considered to have a conflict of interest if: (1) the Director has existing or potential financial or other interest in a matter before the Board which might reasonably appear to impair the Director's independent, unbiased judgment in the discharge of responsibility; or (2) the Director is aware that a family member, or any organization of which the family member is an officer, director, employee, member, partner, trustee or controlling stockholder, has existing or potential financial interest in any matter before the Board.

3.12.2 Any possible conflict of interest on the part of any Director or officer shall be disclosed to the Board of Directors and made a matter of record, either through an annual procedure or when the interest becomes relevant to any matter before the Board.

3.12.3 Any Director having a possible conflict of interest regarding a matter before the Board of Directors shall not vote or use his or her personal influence on the matter. Such Director shall not be counted in determining the meeting quorum regarding actions related to the potential conflict. The minutes of the meeting shall reflect such disclosure, abstention from voting, and the resulting quorum for action on the matter. The foregoing requirements shall not be construed as preventing the Director from briefly stating his or her position in the matter, or from answering pertinent questions from other Directors since his or her knowledge may be of assistance. Provided, however, the Director may not participate in any debate regarding the matter.

3.13 Loans to Directors or Officers. The Corporation shall not lend money to or use its credit to assist its Directors or officers.

4. OFFICERS.

4.1 Number. The officers of the Corporation shall consist of a President, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

4.2 Election and Term of Office. The officers of the Corporation shall be elected annually at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as practicable thereafter. Each officer shall hold office until a successor shall have been duly elected and shall have qualified, until such officer's death, or until such officer shall resign or shall have been removed in the manner hereinafter provided.

4.3 Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

4.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

4.5 President. The President shall be a member of the Board of Directors other than the Vice President for Finance and Administration and shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any promissory notes, deeds, mortgages, leases, contracts, or other instruments that the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

4.6 Secretary. The Secretary shall be the Vice President for Finance and Administration, and shall attend all meetings of the Board of Directors and shall prepare and maintain proper minutes of those meetings. The Secretary shall be the custodian of the official seal of the Corporation, if any, and shall affix that seal on all documents executed on behalf of the Corporation, pursuant to due authorization by the Board of Directors. The Secretary shall have the custody of and properly protect all executed deeds, leases, agreements and other legal documents and records to which the Corporation is a party or by which it is legally affected. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

4.7 Treasurer. The Treasurer shall be a member of the Board of Directors other than the Vice President for Finance and Administration and shall be the principal financial officer of the Corporation and shall have charge and custody of and be responsible for all funds of the Corporation. The Treasurer shall sign all checks and promissory notes of the Corporation and shall receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories duly selected. The Treasurer shall keep or cause to be kept, adequate and correct accounts of the Corporation, including accounts of its assets, liabilities, receipts and disbursements. The Treasurer shall submit to the Board of Directors and the President, when required, statements of the financial affairs of the Corporation. The Treasurer shall in general perform all of the financial duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. In order to fulfill the responsibilities of the office of Treasurer of the Corporation, the Treasurer may present to the President proposals for agreements with the University of Idaho to provide accounting and other necessary support services to the Corporation.

4.8 Salaries. The salaries of the officers (other than the Secretary who shall serve without salary), if any, shall be fixed from time to time by the Board of Directors and approved by the Member. No officer shall be prevented from receiving such salary by reason of the fact that

such officer is also a Director of the Corporation. Any compensation paid to an officer shall be reasonable and will be based on the following factors: (1) the amount and type of compensation received by others in similar positions, (2) the compensation levels paid in our particular geographic community, (3) the amount of time the individual is spending in their position, (4) the expertise and other pertinent background of the individual, (5) the size and complexity of the organization, and (6) the need of the organization for the services of the particular individual.

4.9 Officer Conflict of Interest. Any officer who has an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Corporation's interest.

4.10 Limitation on Officers who are employees of the University of Idaho. No employee of the University who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have individual responsibility or authority for the Corporation's policy making, financial oversight, spending authority, investment decisions, or the supervision of Corporation employees, or executing contracts on behalf of the Fund. The responsibility of any position held by a University employee in a key administrative or policy making capacity shall be limited to the coordination of administrative support to Corporation for corporation operations.

5. FINANCIAL STATEMENTS, ACCOUNTING SERVICES, AUDIT, AND FISCAL YEAR

5.1 Annual Financial Statements; Accounting Services. The financial operations of the Corporation will be included as a "blended unit" in the audited financial reports of the University. The Corporation shall provide such financial information as is reasonably requested by the University's external auditors for this purpose. To accomplish this, the Board of Directors may enter into agreements with the University for the provision of accounting services necessary to document the operations of the Corporation, including creation of a balance sheet as of the closing date of the last fiscal year, together with a statement of income and expenditures for the year ending on that date, that is specific to the operations of the Corporation, which shall be presented to the Member at each annual meeting of the Member.

5.2 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in the following calendar year, except that the first fiscal year shall begin on the date of incorporation.

5.3 Audit. The financial operations of the Corporation will be included as a "blended unit" in the audited financial reports of the University. The Corporation shall provide such financial information as is reasonably requested by the University's external auditors for this purpose.

6. LIABILITY, INDEMNIFICATION AND INSURANCE

6.1 No Liability. Directors, Officers, employees, and agents of the Corporation shall not be individually or personally liable for the debts or obligations of the Corporation and shall be indemnified by the Corporation against all financial loss, damage, costs and expense incurred by or imposed upon them in connection with or resulting from any civil or criminal action, suit, proceeding, claim of investigation in which they may be involved by reason of any action taken or omitted to be taken by them in good faith as a Director, Officer, employee, or agent of the Corporation.

6.2 Limitation. The indemnification set forth in Section 6.1 is subject to the condition that a majority of the Board, provided a quorum is present, who are not parties to such action, suit proceeding, claim of investigation or, if there be no such quorum, independent counsel selected by a quorum of the entire Board of Directors, shall be of the opinion that the involved person or persons exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances, or that such person took or omitted to take such action in reliance upon advice of counsel of the Corporation, or upon information furnished by a Director or Officer of the Corporation, and accepted in good faith and prudence by such person.

6.3 Successors. The indemnification set forth above shall inure to the benefit of the heirs, executors, and personal representative of any Director, Officer, employee, or agent and shall not be exclusive of any other rights to which such person may be entitled by law or equity or under any resolution adopted by the Board of Directors.

6.4 Insurance. The Corporation shall maintain insurance adequate to cover the operations and activities of its directors, officers and employees. The Corporation shall also maintain general liability coverage. The Board of Directors is authorized to enter into agreements with the University to provide administrative support for the acquisition and maintenance of such insurance, provided all such policies shall be in the name of the Corporation.

7. MISCELLANEOUS.

7.1 Books and Records. At its registered office or principal place of business, the Corporation shall keep: (i) correct and complete books and records of account; (ii) minutes of the proceedings of its member and Board of Directors; and (iii) a record of the names and addresses of the Member. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

7.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Contracts. Except as limited in Section 4.10 of these Bylaws, the Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any

instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

7.4 Checks, Drafts, etc.. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation as provided in these Bylaws or in such manner as shall from time to time be determined by the Board of Directors.

7.5 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

7.6 Regulation of Internal Affairs. The internal affairs of the Corporation shall be regulated as set forth in these Bylaws to the extent that these Bylaws are lawful under the Act. With respect to any matter not covered in these Bylaws, the provisions of the Act shall be controlling so long as such provisions of the Act are not inconsistent with the lawful provisions of these Bylaws.

7.7 Operating Expenses. The operating expenses of the Corporation may be defrayed by funds contributed directly to the Corporation or from income and other resources of the Corporation, from whatever source realized.

7.8 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors, subject to Member approval, at any regular or special meeting, or by written consent as permitted by these Bylaws and the Act.

The undersigned, being the Secretary of the Corporation, does hereby certify that the foregoing Bylaws were duly adopted as the official Bylaws of the Corporation by unanimous consent of the Directors of the Corporation on the ____ day of _____, 2020.

[NAME], Secretary.

THE REGENTS OF THE UNIVERSITY OF IDAHO

**A RESOLUTION OF THE REGENTS OF THE UNIVERSITY OF IDAHO
AUTHORIZING CREATION OF THE UNIVERSITY OF IDAHO
STRATEGIC INITIATIVES FUND AND AUTHORIZING TRANSFER OF
UNIVERSITY FUNDS, INCLUDING AUTHORIZING EXECUTION AND
DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH.**

WHEREAS, The Regents of University of Idaho (the “University”) is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho;

WHEREAS, the University has entered into a Long-Term Lease and Concession Agreement for the University of Idaho Utility System (the “Concession Agreement”) with Sacyr Plenary Utility Partners Idaho, a Delaware Limited Liability Company (the “Concessionaire”) pursuant to which an upfront payment amount of \$225,000,000 will be made by the Concessionaire to the University in accordance with the terms thereof;

WHEREAS, the University intends to place the up-front payment, less the costs of the transaction, including defeasance of certain of the University bonds, (Net Proceeds) into an endowment that will be dedicated solely to support of the University, which endowment shall be in the nature of an Idaho non-profit corporation to be known as the University of Idaho Strategic Initiatives Fund (Fund) to be organized and operated so as to benefit the University of Idaho through the investment, management, and administration, in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, of funds transferred to the Fund from the University;

NOW, THEREFORE,

BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO, that it is in the best interests of the University to create the University of Idaho Strategic Initiatives Fund (Fund) and to transfer to the Fund the Net Proceeds in the approximate amount of \$188,340,000 (final amount to be determined in conjunction with financial Closing of the Concession Agreement), for the investment, management, and administration of such funds, in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and for the disbursement of earnings and corpus of the Funds, in the discretion of the Board of Directors of the Fund, for the exclusive benefit of the University including, without limitation, distributions supporting the University’s utility system and the University’s strategic direction in research and educational activities; and

BE IT FURTHER RESOLVED, that Kent E. Nelson, Special Associate General Counsel for the University, is authorized to act as Incorporator of the Fund, to execute the Articles of Incorporation of the Fund, in substantial conformance to the approval draft articles attached hereto as Exhibit A, and to cause the same to be filed with the appropriate agencies of the State of Idaho, and to take such actions as may be deemed necessary, advisable or appropriate to effect the

incorporation of the Fund, such actions not to be materially inconsistent with the terms of this resolution;

BE IT FURTHER RESOLVED, that the Vice President for Finance and Administration of the University is authorized to effect a transfer of the Net Proceeds to the Fund at such time after receipt of the up-front payment under the Concession Agreement, and after the Fund has established appropriate accounts and accounting practices to properly receive the Net Proceeds and cause them to be invested in the manner set out in the Articles of Incorporation; and

BE IT FURTHER RESOLVED, that in order to ensure an appropriate and proper relationship between the University and the Fund, the President of the University is instructed as follows:

1. *Funds belonging to Fund shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to the Fund without the prior approval of the Board of Regents.*
2. *The University may supply administrative support for the Fund for the following:*
 - a. *Access to the institution's financial systems to receive, disburse, and account for funds held;*
 - b. *Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;*
 - c. *Acquisition of Insurance policies for the Fund and its Directors and Officers*
3. *The President of the University, when acting in the capacity as the Member of the Fund, shall not interfere in the independent exercise of discretion of the Fund Board of Directors with respect to approval of disbursement requests from the University. The President of the University shall not unilaterally approve disbursements from the Fund to the University.*
4. *The President of the University shall present an annual report to the Board of Regents in conjunction with the annual report of the external audit of the University addressing:*
 - a. *Results of investments of the Fund;*
 - b. *Distributions to the University from the Fund in the preceding year and the use of those funds by the University; and*
 - c. *Other matters as may be deemed material by the President or requested by the Board of Regents including any litigation, or potential or threatened litigation involving the Fund.*

To the extent necessary to provide a complete and accurate annual report, the President of the University, as the sole Member of the Fund, shall request any necessary information from the Directors and Officers of the Fund.

5. *Prior to the start of each fiscal year, the President of the University, as the sole Member of the Fund, shall request a proposed annual budget, as approved by the Directors of the Fund.*
6. *Prior to making, or approving, any material change in the Articles of Incorporation or Bylaws of the Fund, the President of the University will present the same to the Board of Regents for review and comment.*

BE IT FURTHER RESOLVED, that this Resolution shall take effect and be in force immediately upon its adoption.

Adopted: December 17, 2020

THE REGENTS OF THE UNIVERSITY OF
IDAHO

President

ATTEST:

Secretary

EXHIBIT A
Articles of Incorporation
(approval draft)

**STATE DEPARTMENT OF EDUCATION
DECEMBER 17, 2020**

TAB	DESCRIPTION	ACTION
1	DEVELOPMENTS IN K-12 EDUCATION	Information Item
2	ENGLISH LEARNERS PROFICIENCY – ANNUAL REPORT	Information Item
3	IDAHO STANDARD ACHIEVEMENT TEST – BLUEPRINT OPTIONS	Information Item
4	STUDENT ENGAGEMENT SURVEYS	Motion to Approve
5	PROFESSIONAL STANDARDS COMMISSION 2019-2020 ANNUAL REPORT	Motion to Approve

**STATE DEPARTMENT OF EDUCATION
DECEMBER 17, 2020**

SUBJECT

Developments in K-12 Education

BACKGROUND/DISCUSSION

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

- Superintendent's Network Update
- Youth Risk Behavior Survey
- Report on Council of Chief State School Officers Policy Summit
- Social Emotional Learning Opportunities
- Meetings with Legislators

BOARD ACTION

This item is for informational purposes only.

**STATE DEPARTMENT OF EDUCATION
DECEMBER 17, 2020**

SUBJECT

English Learners Proficiency Annual Report

REFERENCE

April 2005	Board approved rule for definition of Limited English Proficient
November 2009	Board adopted The Idaho English Language Assessment Achievement Standards as temporary
August 2010	Board adopted The Idaho English Language Assessment Achievement Standards as pending, that were approved in November 2009
June 2014	Board approved proposed rule amendment for clarification and accuracy in definition for Limited English Proficient
August 2016	Board removed the outdated Idaho English Language Assessment (IELA) Achievement Standards from IDAPA 08.02.03.004 Documents Incorporated by Reference.
April 2017	Board approved temporary and proposed rule Docket 08-0203-1708.
October 2017	Board approved updated Idaho English Language Proficiency Assessment Achievement Standards and pending and amended temporary rule Docket 08-0203-1708, incorporating them by referencing into administrative rule.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education, Organization Specific Policies & Procedures, Section IV.B.9
IDAPA 08.02.03: Rules Governing Thoroughness, subsection 004- Incorporated by Reference and subsection 111 - Assessment in Public Schools
Elementary Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), Section 1111(c)(4)(A)(ii) English Language Proficiency.

BACKGROUND/DISCUSSION

The English Learner (EL) program assists local education agencies in creating, implementing, and maintaining researched based programs to support students whose primary language at home is other than English. Federal and state requirements help remove barriers and provide equity in learning to ensure English language learners succeed in school. Results from the WIDA ACCESS Placement Test (W-APT) determine program eligibility and inform each student's plan for developing English language skills. The ACCESS assessment is administered annually to all identified English learners and includes reading, writing, listening, and speaking, resulting in an overall composite score and a scale score in each of the four domains. Beginning with the 2020 ACCESS assessment, a student is considered proficient with a composite score equal to or greater than 4.2 with a

**STATE DEPARTMENT OF EDUCATION
DECEMBER 17, 2020**

minimum score of 3.5 in the reading, writing, and listening domains and a minimum score of 1 in the speaking domain. Idaho's Consolidated State Plan, amended June 18, 2019, identifies the five-year long-term goals for English learners in making progress in achieving proficiency using 2018 data as the baseline. Information about the local education agencies program plan and allocation of funds will be included in the English Learner Proficiency update.

IMPACT

This agenda item will provide the Board with an update on the English Learners program, including student proficiency data.

ATTACHMENTS

Attachment 1 – English Learner Proficiency Report
Attachment 2 – English Learner Proficiency Update

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to IDAPA 08.02.03, 111, the English Language Proficiency Assessment is part of Idaho's comprehensive assessment system and [must?] be given annually as applicable to the student eligibility and grade range established in administrative rule. Further, the English Language Development Standards adopted by the Board are the Word-Class Instructional Design and Assessment (WIDA) 2012 English Language Development standards. In addition to these state requirements, the Board has identified the WIDA ACCESS Placement test as one of the tools used to determine a student's eligibility as an English Learner. Eligible students are then assessed annually for English Language proficiency using the WIDA Access 2.0 assessment.

This will be the first English Learner Proficiency Report the Board has received since adopting the updated English Language Proficiency Assessment Achievement Standards in 2017.

BOARD ACTION

This item is for informational purposes only.

2019-2020 ANNUAL SUMMARY

Idaho English Learner Program



IDAHO STATE DEPARTMENT OF EDUCATION
ENGLISH LEARNER & TITLE III-A PROGRAM | FEDERAL PROGRAMS DEPARTMENT

Compiled by Maria A. Puga, English Learner Program Coordinator

650 W STATE STREET, 2ND FLOOR
BOISE, IDAHO 83702
208 332 6800 OFFICE
WWW.SDE.IDAHO.GOV

10.30.2020

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BACKGROUND

The Idaho English Learner (EL) Program and Title III-A assist school districts with federal and state requirements of English Learners (ELs). We help districts create, implement, and maintain development programs that provide equal learning opportunities for ELs. Our goal is to develop curricula and teaching strategies that embrace each learner's unique identity to help break down barriers that prevent ELs from succeeding in school.

The Federal Program's English Learner Department oversees state and federal grant requirements, monitoring visits for all Title III-A districts, the state English Learner's 3-year Enhancement Grant, professional development activities, and the English Learner Management System (ELMS).

During the 2018-2019 school year, the Idaho State Department of Education (SDE) submitted the Idaho Consolidated Plan to the US Department of Education (USDE). In this plan, the SDE reviewed the English Learner Program goals and also requested a change to the ACCESS test exit criteria. From 2017-2019, the ACCESS exit criteria was set as follows: 5.0 Composite, and 4.0 in the listening, speaking, reading and writing domains. The new exit criteria, which was approved by the USDE is now: 4.2 Composite, 3.5 in listening, reading and writing, and 1.0 in speaking. This new exit criteria went into effect during the 2020 administration of the ACCESS test.

State Level Summary

During the 2019-2020 school year, the Idaho English Learner Program oversaw 131 English Learner educational programs. Of these LEAs, 92 had only state EL funding and 39 had both state and federal funding, through the Title III-A program. Compared to the 2018-2019 school year, our EL programs have increase by an additional 33 LEAs qualifying for state funding and one additional LEA qualifying for Title III-A funding. Any LEA which has at least one English Learner enrolled at their school will qualify for state EL funding. LEAs must meet a \$10,000 allocation threshold to qualify for additional federal funding through the Title III-A program.

All Idaho district/charters are required, under the Title VI of the Civil Rights Act of 1964, to provide a comprehensive English language proficiency program for students who cannot speak, read, or write English well enough to participate meaningfully in educational programs. Federal and State legislation requires that district/charters provide Language Instruction Educational Programs (LIEP) and services to support the language development of EL students. As part of state and federal guidelines, each LEA includes a Home Language Survey as part of their registration process in order to initially screen students for a language other than English.

LEAs submit their English Learner plans through the Consolidated Federal and State Grant Application (CFSGA) each year. In this plan, the LEAs include their EL program information, core language instructional program, yearly goals, and annual budget. The EL Program Coordinator reviews each plan, provides feedback and indicates where changes or additions need to be made to ensure each LEA is meeting the state and federal minimum requirements. LEAs must have their plan approved by the program coordinator before funding is distributed.

PROGRAM MONITORING

A State is required to oversee and monitor the activities of its Local Education Agencies (LEAs). In the 2019-2020 school year, nine out of the 39 Title III-A LEAs were monitored through the Federal Programs Monitoring process. A State is required to oversee and monitor the activities of its Local Education Agencies (LEAs). The SDE monitors on a 6-year cycle and uses the following factors to determine district priority:

- Coordination with other Federal Programs
- District requests for program evaluation
- New Title III Coordinator and/or New Superintendent
- District improvement status

- Sudden and/or significant increase in the number of English Learners
- Formal compliance complaint filed with the Idaho State Department of Education, Idaho State Board of Education and/or U.S. Department of Education - Office for Civil Rights

Title III-A monitoring involves reviewing an LEA's core instructional education program, certified staffing and proper supervision of paraprofessionals, parent engagement activities, student support, and proper use of funds. Due to Covid-19 related restrictions, one LEA had their monitoring visit done virtually. The following LEAs were monitored during the 2019-2020 school year: Wendell School District #232, Buhl Joint District #412, Nampa School District #131, Vallivue School District #139, Bonneville Joint District #093, Cassia County Joint District #151, American Falls Joint District #381, Wilder School District #133, and Payette Joint District #371.

STATE ENHANCEMENT GRANTS

The English Learner (EL) Enhancement Grant Program is funded by the state of Idaho through a competitive grant process. The state legislature has earmarked \$450,000 to this enhancement grant and awards range from \$10,000-\$85,000 depending on the chosen project. LEAs have the option of choosing from the following grant options: Implementation of Coteaching model, funding for a Regional Coordinator, or Program Enhancements.

Grantee districts use the funds for additional resources to enhance core EL program services for English learners and to improve student English language skills to allow for better access to the educational opportunities offered in public schools. Grants are funded for three years (2017-2018, 2018-2019, and 2019-2020) with ongoing funding contingent on districts meeting grant benchmarks. Each grant recipient creates yearly and three-year goals and works with a grant mentor to ensure benchmarks are being met. The 2019-2020 school year was the end of a three-year grant cycle. A new grant cycle will begin in 2020-2021 with 12 new grant recipients.

State English Learner Goals

The State of Idaho's English Learner Program goals taken from the [2019 Idaho Consolidated Plan reads](#):

Percent of Students Making Expected Progress toward English proficiency 2018 baseline, 2023 long-term goal, and 2019-2022 interim targets

	2018 Baseline	2019	2020	2021	2022	2023
Interim Targets	74.07%	75.80%	77.53%	79.26%	80.98%	82.71%
State Results		76.36%*	64.2%			

*The new English Learner progress measure was not in place in 2019. The included data are what the results would have been if the calculation was operational and applied to the 2019 data.

Idaho will reduce the number of English learners who are not making expected progress to English proficiency, as defined above by 1/3 over five years. This five-year long-term goal has been reset to reflect the change to the expected progress, using 2018 data as the baseline.

The WIDA ACCESS assessment is administered to all identified English Learners, either electronically or paper based, and includes assessments in reading, writing, listening, and speaking. A student will receive an overall composite score and a scale score in each of the four domains. The reading and writing component are weighted 35% each, while speaking and listening are weighted 15% each in the overall composite score.

In the 2019-2020 testing period, 62.4% of students made expected progress. This was a 6.7% increase from the 2018-2019 testing period. According to the Idaho State Consolidated Plan, the stated goal for students making progress in 2019-2020 was 77.5%.

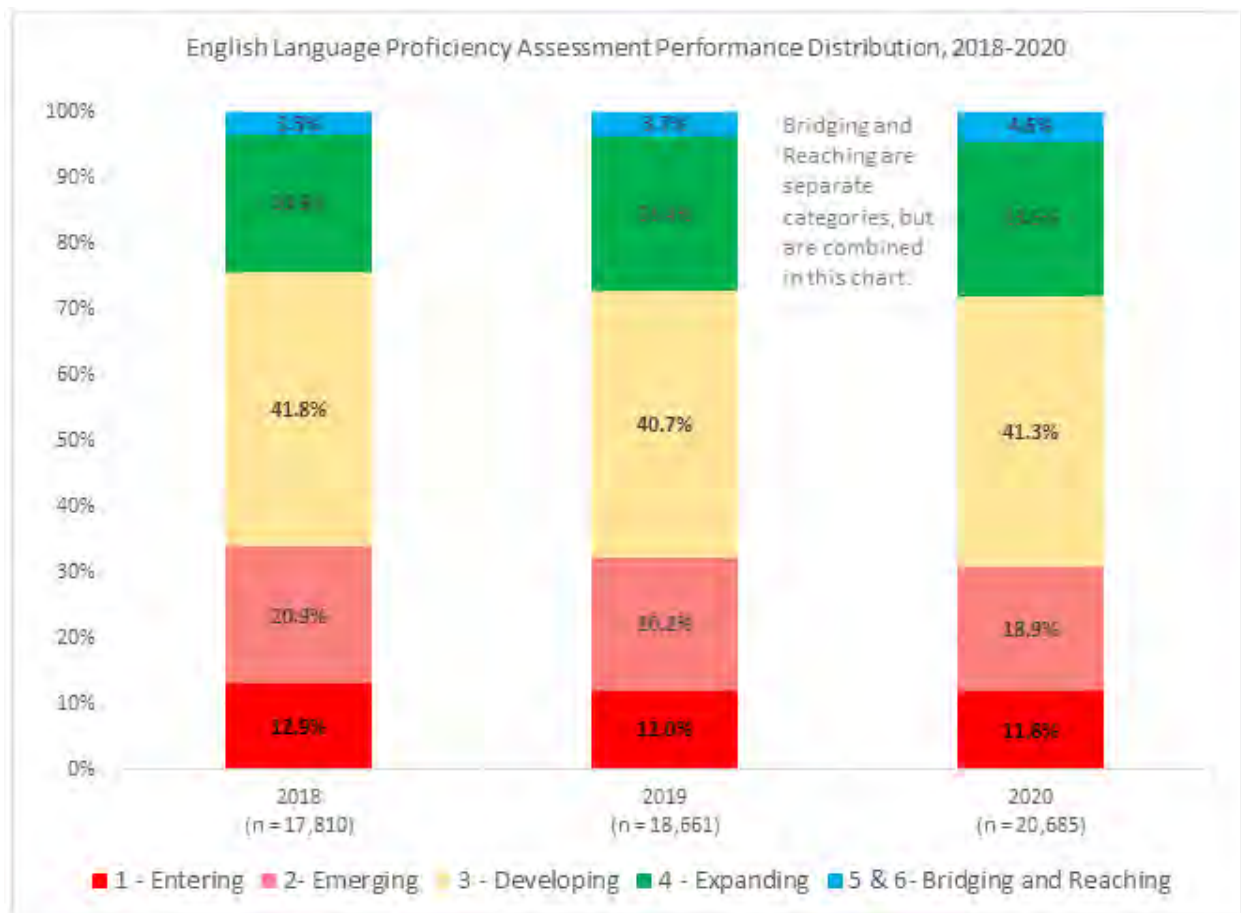
English Language Proficiency Assessment

The WIDA suite of assessments is used to screen, monitor, and exit Idaho students from a research-based language instruction educational program. Using the Kindergarten W-APT or the WIDA Screener, districts/charters are able to identify newly enrolled students for additional language support services. After identification, Idaho English learners (ELs) participate annually in a standardized English language proficiency assessment to monitor academic English language proficiency growth in four distinct language domains: Reading, Writing, Listening, and

Speaking. The ACCESS for ELLs annual language proficiency assessment is typically administered from the last week in January to the first week in March.

During the 2019-2020 school year, the testing window was January 27, 2020 to March 6, 2020. During this time period, there were 20,909 tests administered. The 2020 ACCESS test administration was the first time Idaho had a new exit criteria (4.2 composite, 3.5 listening, 3.5 reading, 3.5 writing, and 1.0 speaking).

We had an influx of students exit the program due to this modification—3,892 students, or 19.3% of the state’s total EL population. Below is a performance distribution chart, which reflects the percentage of students scoring at each WIDA performance level: 1- Entering, 2- Emerging, 3- Developing, 4- Expanding, 5- Bridging, and 6- Reaching. The State of Idaho has determined a 4.2 composite score as the benchmark for state proficiency.



2019-2020 List of LEA Allocations

LEAs have the opportunity of multiple funding allocations based on their EL student population. The following table shows funding allocations for: State EL Allocations, State Enhancement Grant Allocations, Federal Title III-A Allocations, and Title III-A Immigrant Allocations.

*Title III-A LEAs for federal monitoring purposes.

LEA Name	EL Student Population (Based on 2019 ELMS data)	State EL Allocations	State Enhancement Grant Allocations	Federal Title III-A Allocations	Federal Title III-A Immigrant Allocations
BOISE INDEPENDENT DISTRICT*	2552	\$554,452	\$83,750	\$264,359	\$81,340
JOINT SCHOOL DISTRICT NO. 2*	1740	\$378,035	\$15,000	\$180,247	\$22,870
NAMPA SCHOOL DISTRICT*	1681	\$365,217	\$83,750	\$174,135	
CALDWELL DISTRICT*	1302	\$282,875		\$134,874	
VALLIVUE SCHOOL DISTRICT*	1118	\$242,898		\$115,814	
JEROME JOINT DISTRICT*	916	\$199,012	\$15,000	\$94,889	
TWIN FALLS DISTRICT*	822	\$178,589	\$30,000	\$85,151	
IDAHO FALLS DISTRICT*	731	\$158,818		\$75,724	
CASSIA COUNTY JOINT DISTRICT*	697	\$151,431		\$72,202	
BLAINE COUNTY DISTRICT*	686	\$149,041		\$71,063	
MINIDOKA COUNTY JOINT DISTRICT*	621	\$134,919		\$64,329	
BONNEVILLE JOINT DISTRICT*	612	\$132,964		\$63,397	
BLACKFOOT DISTRICT*	407	\$88,425	\$83,750	\$42,161	
WENDELL DISTRICT*	333	\$72,348		\$34,496	
AMERICAN FALLS JOINT DISTRICT*	308	\$66,917		\$31,906	
TETON COUNTY DISTRICT*	304	\$66,048		\$31,491	
JEFFERSON COUNTY JOINT DISTRICT*	296	\$64,309		\$30,663	
MOUNTAIN HOME DISTRICT*	267	\$58,009		\$27,659	

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ATTACHMENT 1

ABERDEEN DISTRICT*	242	\$52,577		\$25,069	
KUNA JOINT DISTRICT*	213	\$46,277		\$22,065	
BUHL JOINT DISTRICT*	188	\$40,845		\$19,475	
GOODING JOINT DISTRICT*	188	\$40,845		\$19,475	
WILDER DISTRICT*	185	\$40,193		\$19,164	
FREMONT COUNTY JOINT DISTRICT*	175	\$38,021	\$83,750	\$18,128	
HOMEDALE JOINT DISTRICT*	171	\$37,152		\$17,714	
MADISON DISTRICT*	169	\$36,717		\$17,507	
FRUITLAND DISTRICT*	157	\$34,110	\$15,000	\$16,264	
PAYETTE JOINT DISTRICT*	153	\$33,241	\$15,000	\$15,849	
MARSING JOINT DISTRICT*	147	\$32,372		\$15,435	
SHOSHONE JOINT DISTRICT*	144	\$31,286		\$14,917	
HERITAGE COMMUNITY CHARTER SCHOOL, INC.*	136	\$29,548	\$15,000	\$14,088	
WEISER DISTRICT*	128	\$27,809		\$13,260	
POCATELLO DISTRICT*	123	\$26,723		\$12,742	
SNAKE RIVER DISTRICT*	110	\$23,899		\$11,395	
PARMA DISTRICT*	109	\$23,682		\$11,291	
MIDDLETON DISTRICT*	108	\$23,464		\$11,188	
EMMETT INDEPENDENT DISTRICT*	106	\$23,030	\$15,000	\$10,981	
VALLEY DISTRICT*	101	\$21,943		\$10,463	
SHELLEY JOINT DISTRICT*	100	\$21,726		\$10,359	
COEUR D'ALENE DISTRICT	85	\$17,815			
KIMBERLY DISTRICT	76	\$16,512			
PRESTON JOINT DISTRICT	72	\$15,643			
MOSCOW DISTRICT	69	\$14,991			
GLENNS FERRY JOINT DISTRICT	63	\$13,687			
MELBA JOINT DISTRICT	59	\$12,818			
WEST JEFFERSON DISTRICT	59	\$12,818			
FILER DISTRICT	57	\$12,384			

SUGAR-SALEM JOINT DISTRICT	55	\$11,949			
LAKE PEND OREILLE SCHOOL DISTRICT	48	\$10,429			
POST FALLS DISTRICT	47	\$10,211			
NEW PLYMOUTH DISTRICT	45	\$9,777			
MCCALL-DONNELLY JOINT SCHOOL DISTRICT	44	\$9,560			
MURTAUGH JOINT DISTRICT	44	\$9,560			
FUTURE PUBLIC SCHOOL, INC.	40	\$8,690			
NOTUS DISTRICT	37	\$8,039			
CASTLEFORD DISTRICT	34	\$7,387			
BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT	31	\$6,735			
FIRTH DISTRICT	30	\$6,518			
CLARK COUNTY DISTRICT	28	\$6,083			
HERITAGE ACADEMY, INC.	28	\$6,083			
HANSEN DISTRICT	24	\$5,214			
BLACKFOOT CHARTER COMMUNITY LEARNING CENTER, INC.	22	\$4,780			
INSPIRE ACADEMICS, INC.		\$4,780			
DIETRICH DISTRICT	20	\$4,345			
BLISS JOINT DISTRICT	19	\$4,128			
RICHFIELD DISTRICT	19	\$4,128			
LEWISTON INDEPENDENT DISTRICT	18	\$3,911			
THE VILLAGE CHARTER SCHOOL, INC.	18	\$3,911			
ANOTHER CHOICE VIRTUAL CHARTER SCHOOL, INC.	17	\$3,693			
HAGERMAN JOINT DISTRICT	16	\$3,476			

PATHWAYS IN EDUCATION - NAMPA, INC.	16	\$3,476			
RIRIE JOINT DISTRICT	16	\$3,476			
THE SAGE INTERNATIONAL SCHOOL OF BOISE, A PUBLIC CHARTER SCHOOL, INC.	16	\$3,476			
VISION CHARTER SCHOOL, INC.	16	\$3,476			
XAVIER CHARTER SCHOOL, INC.	16	\$3,476			
COMPASS PUBLIC CHARTER SCHOOL, INC.	14	\$3,042			
IDAHO VIRTUAL HIGH SCHOOL, INC.	13	\$2,824			
LAKELAND DISTRICT	13	\$2,824			
BOUNDARY COUNTY DISTRICT	12	\$2,607			
IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL, INC.	10	\$2,173			
IDAHO VIRTUAL ACADEMY, INC.	10	\$2,173			
ISUCCEED VIRTUAL HIGH SCHOOL, INC.	10	\$2,173			
NORTH VALLEY ACADEMY, INC.	9	\$1,955			
ONEIDA COUNTY DISTRICT	8	\$1,738			
OROFINO JOINT DISTRICT	8	\$1,738			
ROLLING HILLS PUBLIC CHARTER SCHOOL, INC.	8	\$1,738			
LEGACY PUBLIC CHARTER SCHOOL, INC.	7	\$1,521			
NORTH STAR CHARTER SCHOOL, INC.	7	\$1,521			
GEM PREP: ONLINE LLC		\$1,304			
GRACE JOINT DISTRICT	6	\$1,304			
WHITE PINE CHARTER SCHOOL, INC.	6	\$1,304			

ALTURAS INTERNATIONAL ACADEMY, INC.	5	\$1,086			
BUTTE COUNTY JOINT DISTRICT	5	\$1,086			
CHALLIS JOINT DISTRICT	5	\$1,086			
CHIEF TAHGEE ELEMENTARY ACADEMY, INC.	5	\$1,086			
BASIN SCHOOL DISTRICT	4	\$869			
KELLOGG JOINT DISTRICT	4	\$869			
MEADOWS VALLEY DISTRICT	4	\$869			
MONTICELLO MONTESSORI CHARTER SCHOOL, INC.	4	\$869			
ST MARIES JOINT DISTRICT	4	\$869			
SYRINGA MOUNTAIN SCHOOL, INC.	4	\$869			
THE ACADEMY, INC.	4	\$869			
WEST SIDE JOINT DISTRICT	4	\$869			
CAMAS COUNTY DISTRICT	3	\$652			
IDAHO VIRTUAL EDUCATION PARTNERS, INC.	3	\$652			
LIBERTY CHARTER SCHOOL, INC.	3	\$652			
MARSH VALLEY JOINT DISTRICT	3	\$652			
PEACE VALLEY CHARTER SCHOOL, INC.	3	\$652			
SALMON DISTRICT	3	\$652			
HORSESHOE BEND SCHOOL DISTRICT	2	\$435			
MOUNTAIN VIEW SCHOOL DISTRICT	2	\$435			
SOUTH LEMHI DISTRICT	2	\$435			
THE POCA TELLO COMMUNITY CHARTER SCHOOL, INC.	2	\$435			

VICTORY CHARTER SCHOOL, INC.	2	\$435			
BEAR LAKE COUNTY DISTRICT	1	\$217			
CAMBRIDGE JOINT DISTRICT	1	\$217			
CASCADE DISTRICT	1	\$217			
FALCON RIDGE PUBLIC CHARTER SCHOOL, INC.	1	\$217			
GEM PREP: MERIDIAN, LLC	1	\$217			
IDAHO COLLEGE AND CAREER READINESS ACADEMY, INC.	1	\$217			
IDAHO STEM ACADEMY, INC.	1	\$217			
LAPWAI DISTRICT	1	\$217			
NORTH GEM DISTRICT	1	\$217			
NORTH IDAHO STEM CHARTER ACADEMY, INC.	1	\$217			
SODA SPRINGS JOINT DISTRICT	1	\$217			
TAYLOR'S CROSSING PUBLIC CHARTER SCHOOL, INC.	1	\$217			
THREE CREEK JOINT ELEMENTARY DISTRICT	1	\$217			
WALLACE DISTRICT	1	\$217			
WEST BONNER COUNTY DISTRICT	1	\$217			

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Idaho English Learner Proficiency Update

December 16, 2020

Karen Seay
Director, Federal Programs



Supporting Schools and Students to Achieve

SHERRI YBARRA, ED.S., SUPERINTENDENT OF PUBLIC INSTRUCTION

Federal and State Support for English Learners



- Title VI of the Civil Rights Act of 1964
- Idaho Code 33-1617 – English Learner Program Requirements
- Idaho Consolidated State Plan
- Elementary and Secondary Education Act (ESEA), Title III-A
- Consolidated Federal and State Grant Application (CFSGA)

Idaho's Progress to Proficiency Goals

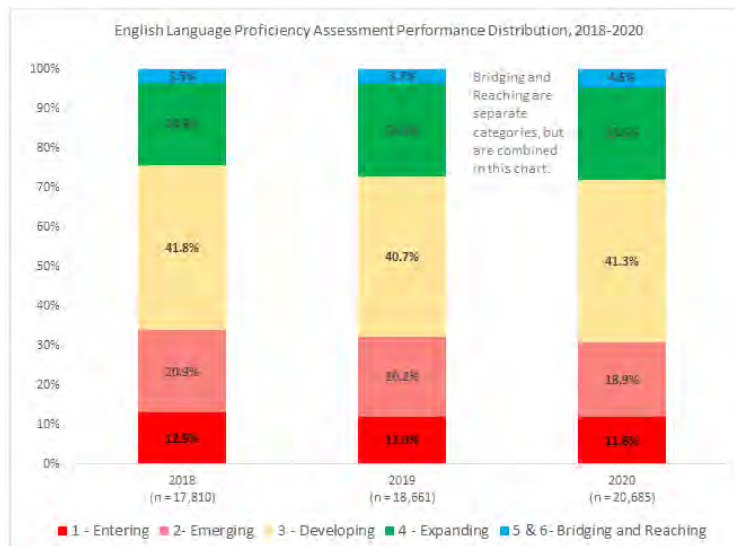


Percent of Students Making Expected Progress toward English proficiency
2018 baseline, 2023 long-term goal, and 2019-2022 interim targets

	2018 Baseline	2019	2020	2021	2022	2023
Interim Targets	74.07%	75.80%	77.53%	79.26%	80.98%	82.71%
State Results		76.36%*	64.2%			

*The new English Learner progress measure was not in place in 2019. The included data are what the results would have been if the calculation was operational and applied to the 2019 data.

English Language Proficiency Assessment Performance



2019-2020 LEA Allocations



State Support for English Learners

# of LEAs	State EL Population	State EL Allocations	State Enhancement Grant Allocations
131	20,086	\$4,369,779	\$455,000

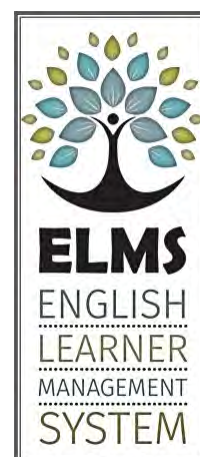
Federal Support for English Learners

# of LEAs	Title III-A Student Population	Federal Title III-A Allocations	Federal Title III-A Immigrant Allocations
39	18,546	\$1,921,389	\$104,210

Idaho EL Program Oversees...



- State and Federal Grant Requirements
- Monitoring visits for Title III-A districts
- State 3-year English Enhancement Grant
- Professional Development Activities
- Imagine Learning EL Contract
- English Learner Management System (ELMS)



Recommendations for Program Progress



1. Increase professional development opportunities for general education teachers who work with EL student.
2. Continue to collaborate with certification department to promote EL endorsements and teachers of color.

Questions? Comments?



Maria Puga | English Learner Program Coordinator
Idaho State Department of Education
650 W State Street, Boise, ID 83702
(208) 332-6905
mpuga@sde.idaho.gov
<https://www.sde.idaho.gov/federal-programs/el/>



Karen Seay | Director, Federal Programs
Idaho State Department of Education
650 W State Street, Boise, ID 83702
(208) 332-6978
kseay@sde.idaho.gov
<https://www.sde.idaho.gov/federal-programs/el/>

**STATE DEPARTMENT OF EDUCATION
DECEMBER 17, 2020**

SUBJECT

Idaho Standard Achievement Test – Blueprint Options

REFERENCE

December 18, 2014	State Board approved the Idaho Academic Achievement Standards, including the Proficiency Level Descriptors and ISAT achievement levels at each proficiency level for grades 3-8 and 11.
February 19, 2015	State Board approved the Idaho Academic Achievement Standards, including the Proficiency Level Descriptors and ISAT achievement levels at each proficiency level for grades 9 and 10; and approved a temporary rule incorporating by reference into IDAPA 08.02.03.004 the ISAT Achievement Standards approved on December 18, 2014.
June 18, 2015	State Board approved a proposed rule amendment to IDAPA 08.02.03.004 incorporating the Idaho Academic Achievement Standards, including Proficiency Level Descriptors and the Idaho Standards Achievement Tests achievement levels for grades 3-11 in mathematics and English language arts.
August 13, 2015	State Board approved the Academic Achievement Standards adding the recommended End of Course proficiency levels for science. An amendment to the June 2015 proposed rule was approved.
August 2018	Board approved the Idaho Standards Achievement Test Achievement Level Descriptors and Idaho Alternate Assessment Achievement Standards and a proposed rule incorporating them into IDAPA 08.02.03 by reference.
November 2018	Board approved pending rule incorporating the Idaho Standards Achievement Test Achievement Level Descriptors and Idaho Alternate Assessment Achievement Standards and a proposed rule incorporating them into IDAPA 08.02.03 by reference.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education, Organization Specific Policies & Procedures, Section IV.B.9
Section 33-1612, Idaho Code
IDAPA 08.02.03: Rules Governing Thoroughness, subsection 004.- Incorporated by Reference and subsection 111 - Assessment in Public Schools

BACKGROUND/DISCUSSION

Idaho is part of the Smarter Balanced Assessment Consortium (Consortium) that develops test items (questions), blueprints, and established achievement levels

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with significant input from Idaho teachers. Idaho was part of the original grant to develop a balanced assessment system that includes the summative assessment as well as interim assessments and formative assessment resources to support teaching and learning.

The ISAT administration was canceled in Spring 2020 as a result of the COVID-19 Pandemic, and subsequent school building closures. The Consortium responded by developing resources to support teachers in their transition to remote teaching, and using the comprehensive assessment system in both synchronous and asynchronous models. The Consortium also designed an interim assessment playbook for Fall 2020, to help educators immediately address learning needs of their students. At the Fall 2020 consortium collaboration conference, consortium members approved an adjusted test blueprint for both English language arts/literacy and mathematics, providing states with flexibility in administering assessments in spring 2021.

An assessment blueprint defines the knowledge and skills students are asked to demonstrate on the assessment. The adjusted blueprint available to member states were derived based on the adopted Smarter Balanced assessment blueprints. The computer adaptive portion of the blueprint was reduced by approximately 50% in each claim. Performance tasks were not adjusted as they are designed to be integrated tasks.

The adjusted blueprint remains valid because the blueprint has comparable proportional allocation of content across the claims, while also maintaining the same proportion of depth of knowledge in the items.

Students would receive a total score, the precision of which should be slightly less, but comparable to prior years, but students would not receive claim level scores. Teachers would receive claim and target level scores for groups of students to inform instructional practices and identify opportunities to refine programs.

IMPACT

The adjusted blueprint option can reduce testing time, equipment and bandwidth use, while providing comparable data to prior years. The results from the adjusted blueprint can be included in the statewide accountability system. The test delivery vendor may pass on costs for the development of the test administration package, but this is not known at the present time. Considerations for the use of test scores in teacher evaluations should be rigorously evaluated, particularly if the test is administered remotely.

ATTACHMENTS

Attachment 1 – ISAT Full and Adjusted Form Blueprints

BOARD STAFF COMMENTS AND RECOMMENDATIONS

IDAPA 08.02.03.111 establishes the state's comprehensive assessment system and identifies each required statewide assessment and the grades in which they are administered. The Idaho Standards Achievement Test (ISAT) is the assessment the state uses to measure student achievement and growth toward meeting their applicable grade level standards. ISAT has been identified in IDAPA 08.02.03 as the comprehensive assessment system for measuring student achievement toward the state content standards since 2001. Over the years, the grade ranges the assessment has been administered in and the times per year it is administered have been amended to address different fiscal or policy concerns. The assessment has been developed by different vendors each time it has been amended to align with the applicable content standards, which have been updated over the years. The current version of the assessment was developed by the Smarter Balanced Assessment Consortium and input from the states that make up the consortium. Idaho is a governing member state of the consortium. The assessment itself is administered through a contract with AIR by the State Department of Education. As part of Idaho's participation in the Consortium, Idaho has access to updated test questions, as well as technical assistance and additional assessment resources. This partnership has been a valuable resource in helping to keep the ISAT up to date and relevant without having to go through the expense of developing a new assessment.

The current version of the ISAT is comprised of claims and targets that together can be used to identify student achievement levels. The claim is a broad statement that outlines the outcomes achieved with mastery of the standards being measured. Within each claim are a variety of assessment targets that further clarify the knowledge and specific skills that cross over a cluster of standards. The following is an example of claims aligned to the mathematics standard in grade 5:

- Claim 1 - Concepts and Procedures
"Students can explain and apply mathematical concepts and interpret and carry out mathematical procedures with precision and fluency."
- Claim 2 - Problem Solving
"Students can solve a range of complex well-posed problems in pure and applied mathematics, making productive use of knowledge and problem solving strategies."
- Claim 3 - Communicating Reasoning
"Students can clearly and precisely construct viable arguments to support their own reasoning and to critique the reasoning of others."
- Claim 4 - Modeling and Data Analysis
"Students can analyze complex, real-world scenarios and can construct and use mathematical models to interpret and solve problems."

In response to the COVID-19 pandemic and the impact this has had on states' ability to administer their statewide-standardized achievement tests, the Consortium has worked with its member states to develop a non-adaptive single

**STATE DEPARTMENT OF EDUCATION
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form version of the assessment that can be used as part of the Smarter Balanced assessment system. Prior to the Board considering use of this assessment for the 2021 spring administration of the ISAT, additional information will be needed from the U.S. Department of Education around whether or not Idaho must choose to use the existing assessment for all students or if Idaho can use either assessment based on the school district or charter school's unique circumstances.

BOARD ACTION

This item is for informational purposes only.

2020-21 SUMMATIVE ASSESSMENT FULL FORM AND ADJUSTED FORM BLUEPRINTS FOR ELA/LITERACY AND MATHEMATICS

For 2020-21, member states have the option to administer either the Smarter Balanced summative assessment full form blueprint or the Smarter Balanced summative assessment adjusted form blueprint for ELA/literacy and mathematics.

The [Smarter Balanced Summative Assessment for ELA/literacy blueprint](#) for the full form is available in the Smarter Content Explorer. Table 3 summarizes the number of items by claim for the full form.

Table 1. Smarter Balanced Summative Assessment for ELA Full Form Blueprint: Number of Items by Claim

Claim	Grades 3–5 CAT	Grades 3–5 PT	Grades 6–8 CAT	Grades 6–8 PT	Grade 11 CAT	Grade 11 PT
Total	36–39	4*	36–40	4*	37–39	4*
1. Reading	14–16	0	14–17	0	15–16	0
2. Writing	6	3	6	3	6	3
3. Listening	8–9	0	8–9	0	8–9	0
4. Research/Inquiry	8	1	8	1	8	1

* PT full write item is counted as 3 items

Table 2 summarizes the number of items by claim for the Smarter Balanced Summative Assessment for ELA adjusted form blueprint.

Table 2. Smarter Balanced Summative Assessment for ELA Adjusted Form Blueprint: Number of Items by Claim

Claim	Grades 3–5 CAT	Grades 3–5 PT	Grades 6–8 CAT	Grades 6–8 PT	Grade 11 CAT	Grade 11 PT
Total	20	4*	22	4*	22	4*
1. Reading	8	0	10	0	10	0
2. Writing	4	3	4	3	4	3
3. Listening	4	0	4	0	4	0
4. Research/Inquiry	4	1	4	1	4	1

*PT full write item is counted as 3 items

The [Smarter Balanced Summative Assessment for Mathematics blueprint](#) for the full form is available in the Smarter Content Explorer. Table 3 summarizes the number of items by claim for the full form.

Table 3. Smarter Balanced Summative Assessment for Mathematics Full Form Blueprint: Number of Items by Claim

Claim	Grades 3–5, 7, 8 CAT	Grades 3–5, 7, 8 PT	Grade 6 CAT	Grade 6 PT	Grade 11 CAT	Grade 11 PT
Total	31–34	4–6	30–34	4–6	33–36	4–6
1. Concepts and Procedures	17–20	0	16–20	0	19–22	0
2. Problem Solving	3	1–2	3	1–2	3	1–2
3. Communicating Reasoning	8	0–2	8	0–2	8	0–2
4. Modeling and Data Analysis	3	1–3	3	1–3	3	1–3

Table 4 summarizes the number of items by claim for the Smarter Balanced Summative Assessment for Mathematics adjusted form blueprint.

Table 4. Smarter Balanced Summative Assessment for Mathematics Adjusted Form Blueprint: Number of Items by Claim

Claim	Grades 3–5, 7, 8 CAT	Grades 3–5, 7, 8 PT	Grade 6 CAT	Grade 6 PT	Grade 11 CAT	Grade 11 PT
Total	17	4–6	16–17	4–6	18	4–6
1. Concepts and Procedures	10	0	9–10	0	11	0
2. Problem Solving	1	1–2	1	1–2	1	1–2
3. Communicating Reasoning	4	0–2	4	0–2	4	0–2
4. Modeling and Data Analysis	2	1–3	2	1–3	2	1–3

**STATE DEPARTMENT OF EDUCATION
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SUBJECT

Student Engagement Surveys

REFERENCE

December 2015	Board was updated on the status of the Every Student Succeeds Act and the process the Department will conduct in bringing forward to the Board a new Federal Consolidated State Plan.
August 2016	Board received recommendations from the Accountability Oversight Committee on a new state accountability system. The Board approved the proposed rule setting out the new accountability framework that will be used for both state and federal accountability.
August 2016	Board approved proposed rule establishing the new statewide accountability system.
November 2016	Board approved pending rule creating the new statewide accountability system based on the Governor's K-12 Task Force recommendations, Accountability Oversight Committee Recommendations and public input gathered by Board staff through public forums held around the state.
June 2017	Board received an update on Idaho's Consolidated State Plan and provided input and feedback.
August 2017	Board approved Idaho's Every Student Succeeds Act Consolidated Plan and directed the Department to submit the plan to the U.S. Department of Education, including the use of a student survey in school identification for K-8 schools.
February 2018	Board approved use of AdvancED Student Engagement Surveys in grades 3-8 for the 2017-2018 school year.
August 2018	Board approved questions and student engagement surveys for grades 3 – 12 beginning in the 2018-2019 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.A.
Section 33-110, Idaho Code
IDAPA 08.02.03 – Section 112, Accountability

BACKGROUND/DISCUSSION

The new state accountability system was established through the rulemaking process in 2016 and accepted by the Legislature in 2017, becoming effective for the 2017-2018 school year. The accountability framework includes engagement surveys for students in grades 3-12.

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The Board approved the use of the existing AdvancED student engagement survey to fulfill this requirement. AdvancED, now operating as Cognia, regularly reviews the survey to identify potential improvements. Based on this standard review process, Cognia is modifying the student engagement survey for the school year 2020-2021 administration in the following ways:

- Moving from 20 to 21 items so that there are 7 questions per domain (Cognitive, Behavioral, Emotional)
- Eliminating the “Mixed” category rating
- Moving from 5 response options per item to 6 response options per item
- Reducing the grade-level for readability on several items.

The full text of the updated survey will be provided to Board members separately to maintain required confidentiality for the survey content while it is finalized as it is proprietary content.

IMPACT

To maintain the current costs and ensure access to the full range of reporting options, the state would need to use the updated survey rather than maintaining the previous iteration. The results from the updated survey will be reported using the same outcome metrics as in previous years to maintain comparability and usability in the accountability calculations.

ATTACHMENTS

Attachment 1 – Student Engagement Survey Presentation

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to IDAPA 08.02.03.112, starting in the 2018-2019 school year, parent, student and teacher satisfaction, and engagement surveys are required measures of school quality for all grade ranges as part of the state accountability system. The student satisfaction and engagement survey was partially implemented for students in grades 3 through 8 for the 2017-2018 school year. In August 2018 the Board approved AdvancED’s student engagement survey for use in grades 3 through 12. The engagement survey has been in place for two years and questions have been raised about the value of it as part of the state accountability system. During this time, Board staff conducted a number of public forums around the state to discuss with local communities what they felt was important in a statewide accountability system. In addition to measuring student and parent engagement as a concept, groups also talked about student attendance as a measure of student engagement and the impacts chronic absenteeism have on student achievement and growth. At the time, there was concern expressed by school personnel about being held accountable for something that is impacted equally by influences outside the school as within the school itself. Based on this input, attendance/absenteeism was not included in the statewide accountability framework, and parent and student engagement was included as a measure of

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school quality. Now that the student engagement survey has been in place for two years, the Board may want to look at the value that it has as a state accountability measure and the use of these data at the state level.

Staff recommends approval of the updated survey at this time and that the Board include the evaluation of this measure in future work on evaluating the effectiveness of the state accountability framework.

BOARD ACTION

I move to approve the updated student engagement surveys for students in grades 3-12, beginning in the 2020-2021 school year.

Moved by____ Seconded by____ Carried Yes _____ No _____



Student Engagement Survey

December 16, 2020

Supporting Schools and Students to Achieve

SHERRI YBARRA, ED.S., SUPERINTENDENT OF PUBLIC INSTRUCTION

Background



- ESSA requires a school quality or student success indicator as part of its system of annual meaningful differentiation
- Idaho adopted AdvancED's (now Cognia) student engagement survey
 - All students in grades 3-12 participate
 - Identification metric for K-8 schools

2019-2020 Assessment & Accountability Update | 2

Background



- Three versions of the survey
 - 3-5
 - 6-8
 - 9-12
- Same general content, age appropriate language

2019-2020 Assessment & Accountability Update | 3

Background



- Approve updated student engagement surveys for students in grades 3-12, beginning in the 2020-2021 school year
 - Separate from any larger conversations about the school quality and student success indicator for future years

2019-2020 Assessment & Accountability Update | 4



Updates to the Survey

2019-2020 Assessment & Accountability Update | 5

Update Process



- Updates based on standard review/revision process
- Cognia piloted the new version from mid-October to mid-November
 - 30,000 students

2019-2020 Assessment & Accountability Update | 6

Changes



Previous Version

- 20 questions
- Five pre-populated response options

New Version

- 21 questions
- Six pre-populated response options
- Reduced reading complexity level

2019-2020 Assessment & Accountability Update | 7

Changes



- More general wording/content changes
 - Improve alignment to engagement levels and domains
 - Better capture student actions
 - Remove references to teacher perceptions or specific school locations

2019-2020 Assessment & Accountability Update | 8

Questions Aligned to Engagement Domains



- Each question associated with one of three engagement domains
 - **Behavior** - A student's behavior or effort in the classroom.
 - Attendance, suspension, participating in school activities, being on time, etc.
 - **Cognitive** - A student's investment in learning.
 - Time on task, homework completion, engaging in class activities, relevance of schoolwork, value of learning, etc.
 - **Emotional** - A student's emotions or feelings about the classroom and school; a student's enjoyment of and sense of belonging to a school.
 - Identification with school, school connectedness.

Definitions from https://sde.onlinehelp.cognia.org/wp-content/uploads/sites/21/2019/09/studentengagementsurvey-sample-summaryreport_FINAL.pdf

2019-2020 Assessment & Accountability Update | 9

Categorizing Engagement



- Each response option associated with one of three levels of engagement
 - Committed
 - Compliant
 - Disengaged
- Students categorized as Committed, Compliant or Disengaged in each domain based on most common response type

2019-2020 Assessment & Accountability Update | 10

Board Review



- Revised copy provided separately to Board members for review
 - Maintain required confidentiality

2019-2020 Assessment & Accountability Update | 11

Questions?



Kevin Whitman | Director, Assessment & Accountability
Idaho State Department of Education
650 W State Street, Boise, ID 83702
208.332.6800
email@sde.idaho.gov
www.sde.idaho.gov



Supporting Schools and Students to Achieve
SHERRI YBARRA, ED.S., SUPERINTENDENT OF PUBLIC INSTRUCTION

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**STATE DEPARTMENT OF EDUCATION
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PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Professional Standards Commission Annual Report 2019-2020

REFERENCE

December 2017	Board approved Professional Standards Commission Annual Report 2016-2017
December 2018	Board approved Professional Standards Commission Annual Report 2017-2018
December 2019	Board accepted Professional Standards Commission Annual Report 2018-2019

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1208, 33-1251, 33-1252, 33-1253, 33-1254, and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The 1972 state legislature established the Professional Standards Commission (PSC). This legislative action combined the Professional Practices Commission, established by the state legislature in 1969, with the Professional Standards Board, an advisory board appointed by the State Board of Education. The PSC consists of 18 constituency members appointed for terms of three years, the membership of which is prescribed in Section 33-1252, Idaho Code:

- Secondary or Elementary Classroom Teacher (5)
- Exceptional Child Teacher (1)
- School Counselor (1)
- Elementary School Principal (1)
- Secondary School Principal (1)
- Special Education Director (1)
- School Superintendent (1)
- School Board Member (1)
- Public Higher Education Faculty Member (2)
- Private Higher Education Faculty Member (1)
- Public Higher Education Letters and Sciences Faculty Member (1)
- State Career & Technical Education Staff Member (1)
- State Department of Education Staff Member (1)

The PSC publishes an annual report following the conclusion of each fiscal year to inform the State Board of Education of the PSC's accomplishments.

IMPACT

This report informs the State Board of Education of the accomplishments of the Professional Standards Commission at the conclusion of each fiscal year.

**STATE DEPARTMENT OF EDUCATION
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ATTACHMENTS

Attachment 1 – PSC Annual Report 2019-2020

Attachment 2 – PSC Annual Report 2019-2020 Presentation

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Professional Standards Commission is established through Section 33-1252, Idaho Code. The commission is made up of 18 members appointed by the State Board of Education. Membership is made up of individuals representing the teaching profession in Idaho, including a staff person from the Department of Education and the Division of Career Technical Education. No less than seven members must be certificated classroom teachers, of which at least one must be a teacher of exceptional children and one must serve in pupil personnel services. The purpose of the Professional Standards Commission is to make recommendations regarding professional codes and standards of ethics to the State Board of Education and is authorized to investigate complaints regarding the violation of such standards and makes recommendations to the Board in areas of educator certification and educator preparation standards.

The Professional Standards Commission report includes the number of alternative authorizations for interim certificates that have been issued during the previous school year. Interim certificates are issued to all individuals who are approved for an alternate authorization or non-traditional route to certification. There are currently four non-traditional preparation programs approved in Idaho: American Board for Certification of Teacher Excellence (ABCTE), Teach for America (TFA) College of Southern Idaho, and Lewis-Clark State College. Alternate Authorizations are also available for existing instructional staff as an expedited route for adding endorsements to an existing certificate or as a route for earning a new certificate, such as an administrator or pupil service staff certificate. There are four alternative authorization options educators may use to add an endorsement to an existing certificate. These include:

- Assurance from an approved educator preparation program that the individual is competent in the field they are seeking the endorsement in,
- National Board Certification in the content specific area they are seeking endorsement in,
- Earning a graduate degree in the content specific area they are seeking endorsement in, or
- Proof of competency in the content specific area through a Board approved assessment.

Alternate authorizations for certification are available through three pathways in addition to the Board-approved non-traditional routes to certification. These include:

- Teacher to New Certification – this route is available to individuals with an existing certification to add an additional certification. Examples would be a teacher with an instructional staff certificate adding an occupational specialist certificate so they could teach both career technical and non-

**STATE DEPARTMENT OF EDUCATION
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career technical courses, or an individual with an instructional staff certificate adding a pupil service staff certificate with a school counselor endorsement. This alternative authorization should not be confused with the alternative route for adding new endorsements to an existing certificate.

- Content Specialist – this route provides an expedited route to certification for individuals who are uniquely qualified in a subject area but have not gone through a traditional educator preparation route. An example would be an individual with industry experience in a content area or has deep content knowledge, such as a degree in engineering but did not go through a traditional educator preparation program. While this route was originally used primarily for filling vacancies in emergency situations, it was amended a few years ago to recognize not all quality educators enter the classroom through a traditional route and to allow non-traditional candidates to enter the classroom while still ensuring they meet quality standards.
- Pupil Service Staff – this route provides a mechanism for school districts to fill pupil service staff positions when they cannot find someone with a correct endorsement or certification.

Individuals on any of the Alternate Routes receive an up to three-year non-renewable interim certificate. During their time on the interim certificate they must complete the requirements of their chosen alternative route preparation program. This program could range from a formal alternative route preparation program with a Board-approved educator preparation program or could be an individual agreement developed by a consortium comprised of the certificate holder, designee from an approved educator preparation program, and a representative of the school district. For the Content Specialist route, it is the responsibility of the school district to assure the individual is qualified to teach in the area of identified need and that they are making adequate annual progress toward standard certification while on the interim certificate.

BOARD ACTION

I move to accept the Professional Standards Commission 2019-2020 Annual Report as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PROFESSIONAL STANDARDS COMMISSION

ANNUAL REPORT

2019-2020



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INTRODUCTION

The 1972 state legislature established the Professional Standards Commission (PSC). This legislative action combined the Professional Practices Commission, established by the state legislature in 1969, with the Professional Standards Board, an advisory board appointed by the State Board of Education. The Commission consists of 18 constituency members appointed or reappointed for terms of three years:

- Secondary or Elementary Classroom Teacher (5)
- Exceptional Child Teacher (1)
- School Counselor (1)
- Elementary School Principal (1)
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- Special Education Director (1)
- School Superintendent (1)
- School Board Member (1)
- Public Higher Education Faculty Member (2)
- Private Higher Education Faculty Member (1)
- Public Higher Education Letters and Sciences Faculty Member (1)
- State Career & Technical Education Staff Member (1)
- State Department of Education Staff Member (1)

For further detail regarding the establishment and membership of the Professional Standards Commission, see Idaho Code §33-1252.

PSC Vision

The PSC will continue to provide leadership for professional standards and accountability in Idaho's schools. We will handle that responsibility with respect and in a timely fashion. We will nurture positive relationships and collaborative efforts with a wide range of stakeholders. We will be a dynamic force and a powerful voice advocating on behalf of Idaho's children.

PSC Mission

The PSC makes recommendations to the State Board of Education and renders decisions that provide Idaho with competent, qualified, ethical educators dedicated to rigorous standards, pre-K-12 student achievement, and improved professional practice.

Statutory Responsibilities of the Professional Standards Commission

The professional standards commission may conduct investigations on any signed allegation of unethical conduct of any teacher brought by:

An individual with a substantial interest in the matter, except a student in an Idaho public school; or

A local board of trustees.

Idaho Code §33-1209

The commission shall have authority to adopt recognized professional codes and standards of ethics, conduct and professional practices which shall be applicable to teachers in the public schools of the state, and submit the same to the state board of education for its consideration and approval. Upon their approval by the state board of education, the professional codes and standards shall be published by the board.

Idaho Code §33-1254

The commission may make recommendations to the state board of education in such areas as teacher education, teacher certification and teaching standards, and such recommendations to the state board of education or to boards of trustees of school districts as, in its judgment, will promote improvement of professional practices and competence of the teaching profession of this state, it being the intent of this act to continually improve the quality of education in the public schools of this state.

Idaho Code §33-1258

Professional Standards Commission Membership

During the 2019-2020 academic year, the PSC met five times: September, November, January, April, and June. The following individuals served as members of the PSC:

Name	Agency	Member Representation
Clara Allred	Twin Falls	Special Education Administrator
Iris Chimburas	Lapwai School District #341	Elementary Classroom Teacher
Steve Copmann	Cassia County School District #151	Secondary School Principal
Kathy Davis, Chair	St. Maries School District #41	Secondary Classroom Teacher
Kristi Enger	Idaho Career & Technical Education	Career & Technical Education
Mary Flores	Lewis Clark State College	Public Higher Education – Letters and Sciences
Mark Gorton	Lakeland School District #272	Secondary Classroom Teacher
Mark Haynal	Lewis Clark State College	Public Higher Education
Marjean Lewis	Idaho Falls	School Superintendent
Charlotte McKinney	Mountain View School District #244	Secondary Classroom Teacher
Peter McPherson	Idaho State Department of Education	Department of Education
Terah Moore	College of Idaho	Private Higher Education
Karen Pyron	Butte County School District #111	Idaho School Boards Association
Elisa Saffle	Bonneville School District #93	Elementary School Principal
Marianne Sletteland	Moscow School District #281	Exceptional Child Teacher
Jennifer Snow	Boise State University	Public Higher Education
Topher Wallaert	Mountain Home School District #193	Elementary Classroom Teacher
Mike Wilkinson, Vice Chair	Twin Falls School District #411	School Counselor

Lisa Colón Durham served as administrator for the PSC from July 1, 2019 to June 30, 2020.

INTERNAL OPERATION OF THE COMMISSION

The PSC has four standing committees with specific duties:

1. Authorizations Committee

- Reviews and makes recommendations to the PSC regarding:
 - Approval of alternative authorizations to teach, serve as an administrator, or provide pupil service staff services.
 - *Alternative Authorization – Content Specialist:* Allows a candidate who does not hold a valid Idaho credential to serve in an assignment while they work toward obtaining the applicable certificate/endorsement.
 - *Alternative Authorization – Pupil Service Staff:* Allows a candidate who does not hold a valid Idaho credential to service in an assignment that requires the Pupil Service Staff Certificate while they work toward obtaining the applicable endorsement.
 - *Alternative Authorization – Teacher to New:* Allows a candidate who already holds a valid Idaho credential to serve in an assignment while they work toward obtaining the applicable certificate/endorsement.
 - *Emergency Provisional Certificate:* Allows a candidate who does not hold a valid Idaho credential to serve in an assignment for one year that requires certification/endorsement in an emergency situation.
 - Policies and procedures for alternative authorizations;
 - The development and publishing of certification reports as needed.

2. Budget Committee

- Develops a yearly budget.
- Monitors and makes recommended revisions to the annual budget.

3. Executive Committee

- Reviews, maintains, and revises the Code of Ethics for Idaho Professional Educators as needed.
- Determines if there is probable cause to pursue discipline against a certificated educator for alleged unethical conduct.

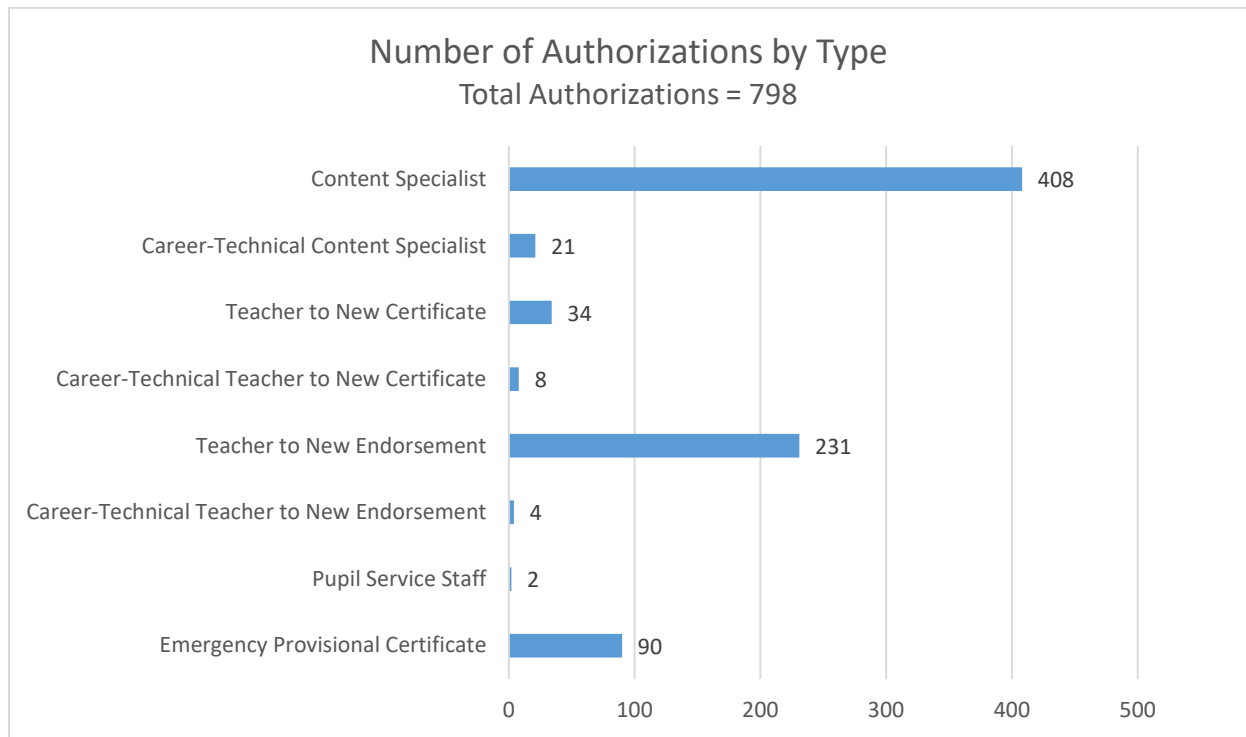
4. Standards Committee

- Develops recommendations for preservice educator standards for consideration by the State Board of Education.
- Develops, maintains, and implements review processes for educator preparation programs for consideration by the State Board of Education including:
 - Annual review of approximately 20 percent of state educator preparation standards, certificates and endorsements;
 - Coordination of national recognition and national program accreditation (Council for the Accreditation of Educator Preparation or CAEP) with state program review to assure graduates of the program meet state preparation standards;
- Develops and provides recommendations to the PSC for educator assessment(s) and qualifying scores for consideration by the State Board of Education.
- Develops and provides recommendations to the PSC for educator certificate and endorsement requirements for consideration by the State Board of Education.

ALTERNATIVE AUTHORIZATIONS

Local school districts, including charter schools or other educational agencies, may request approval of an alternative authorization for an individual to fill a certificated position when he/she does not presently hold an appropriate Idaho educator certificate/endorsement. The individual must have a plan that leads to certification in the assigned area.

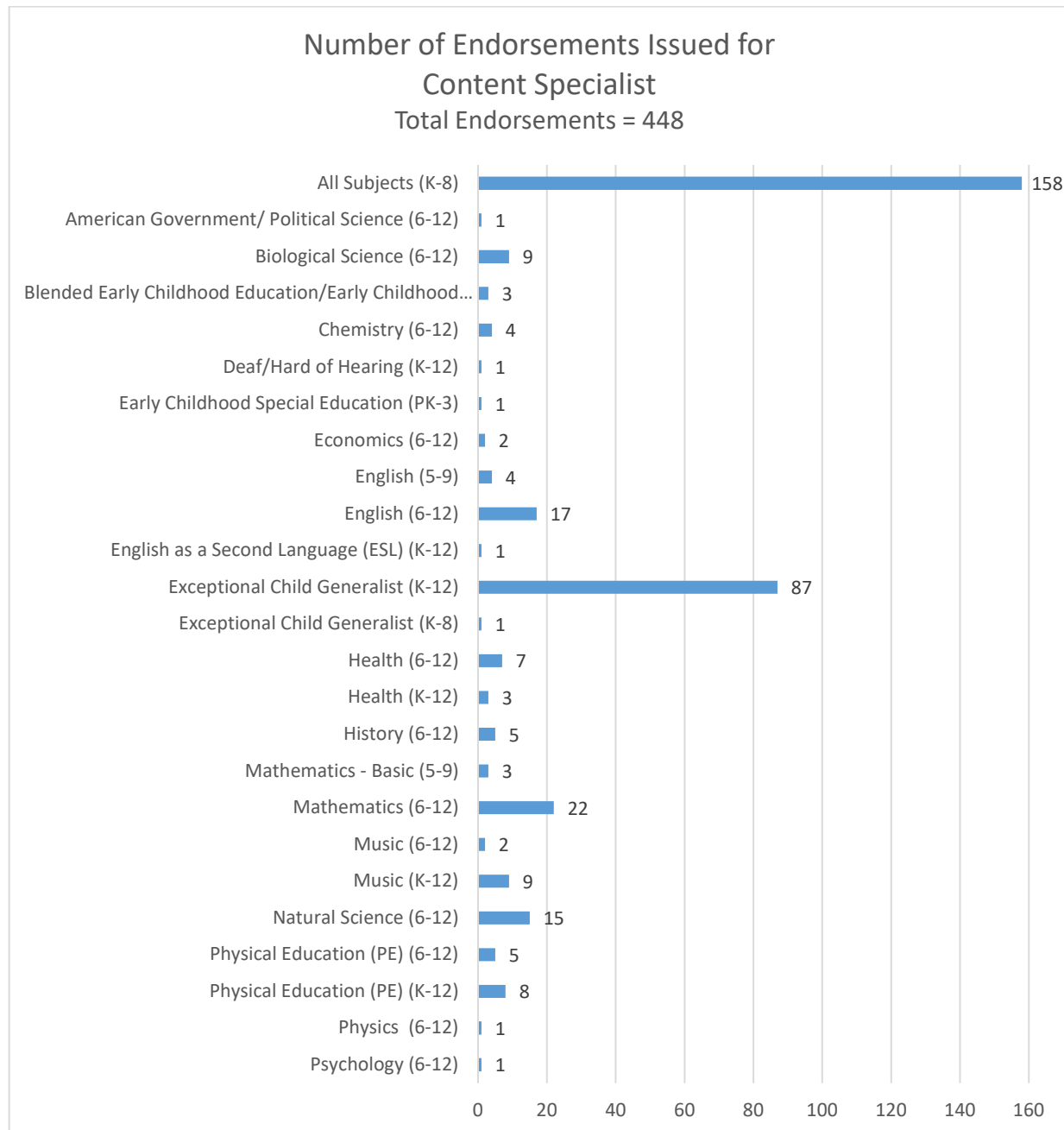
For further detail regarding alternative authorizations, see [Alternative Authorizations website](#).

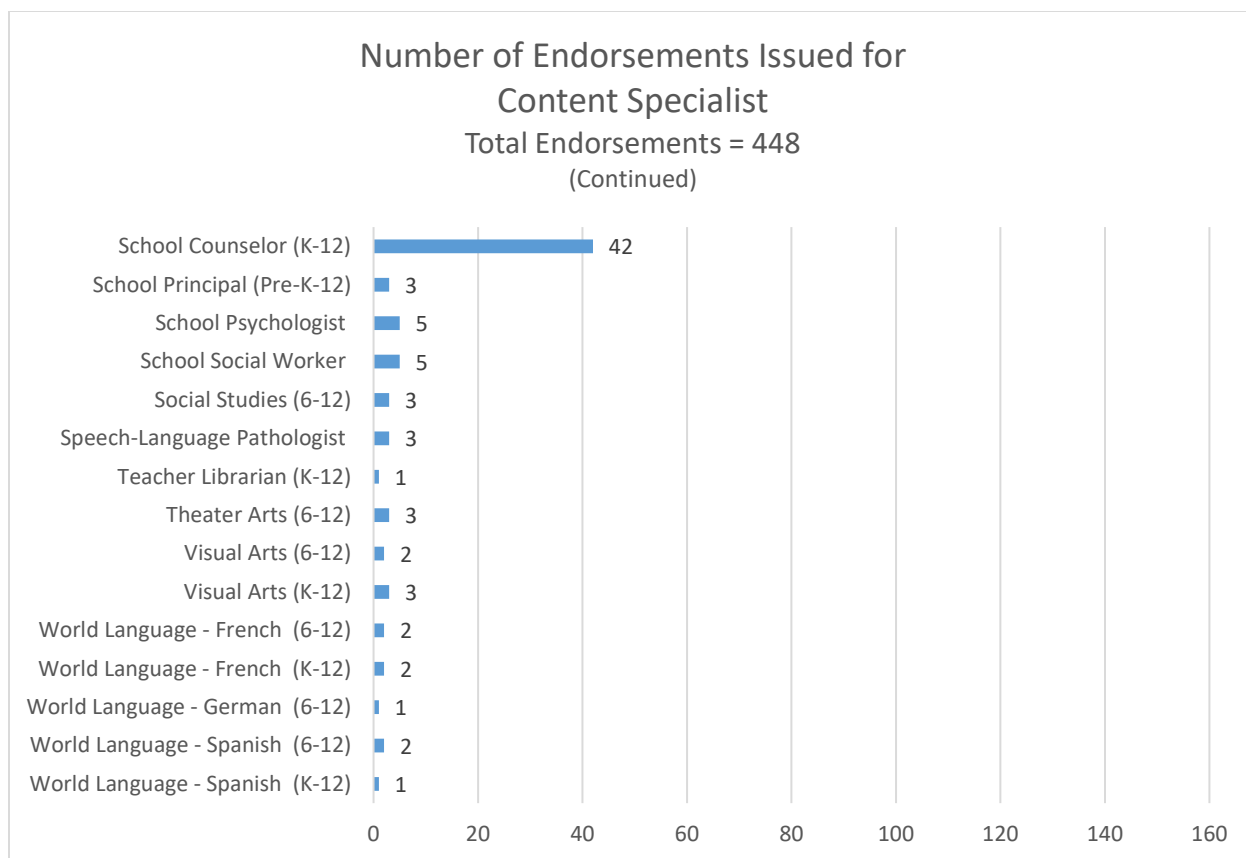


There were 20,458 total certificated educators employed statewide during the 2019-2020 school year. The percentage of educators working with an alternative authorization was 3.90% percent.

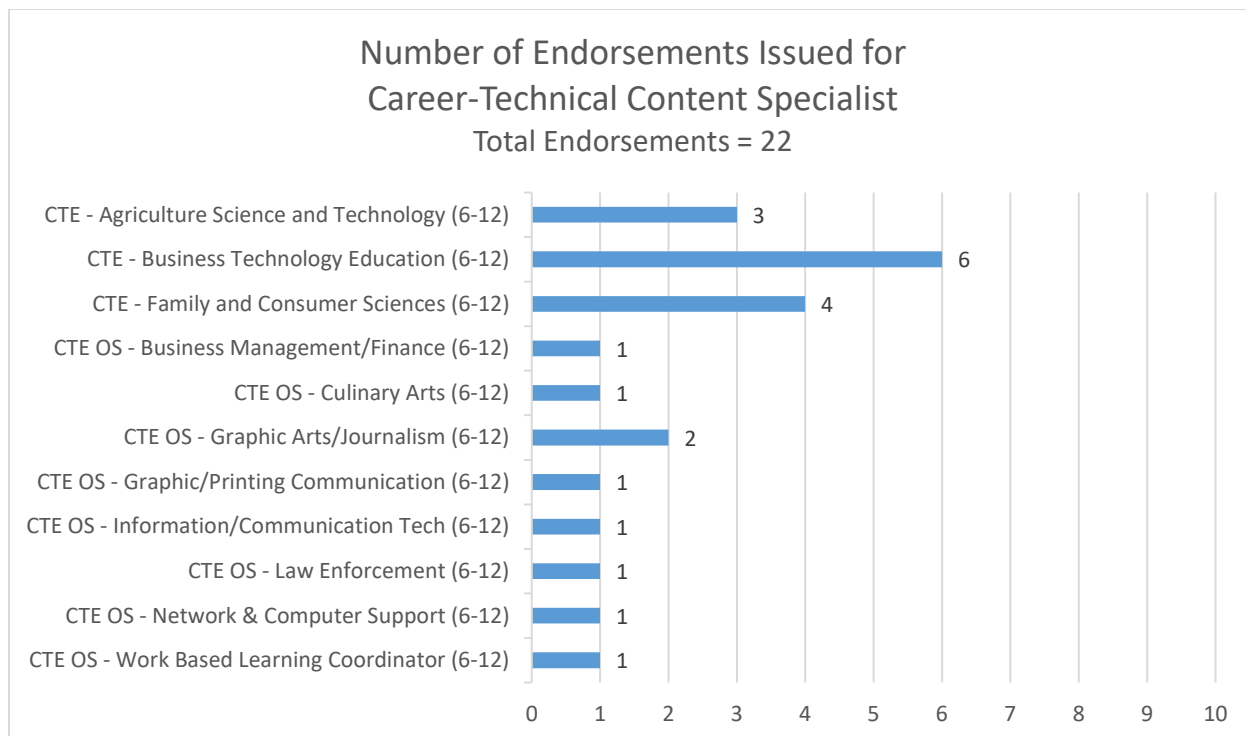
REQUESTS FOR CONTENT SPECIALIST AUTHORIZATIONS

The purpose of this authorization is to allow an Idaho school district/charter to hire a candidate who does not hold a valid Idaho credential to serve in an assignment that requires certification/endorsement. The district must show that the candidate is uniquely qualified to serve in the assignment while the candidate works toward obtaining the applicable certificate/endorsement. There were 408 Content Specialist authorizations with 448 total endorsements issued during the 2019-2020 school year.



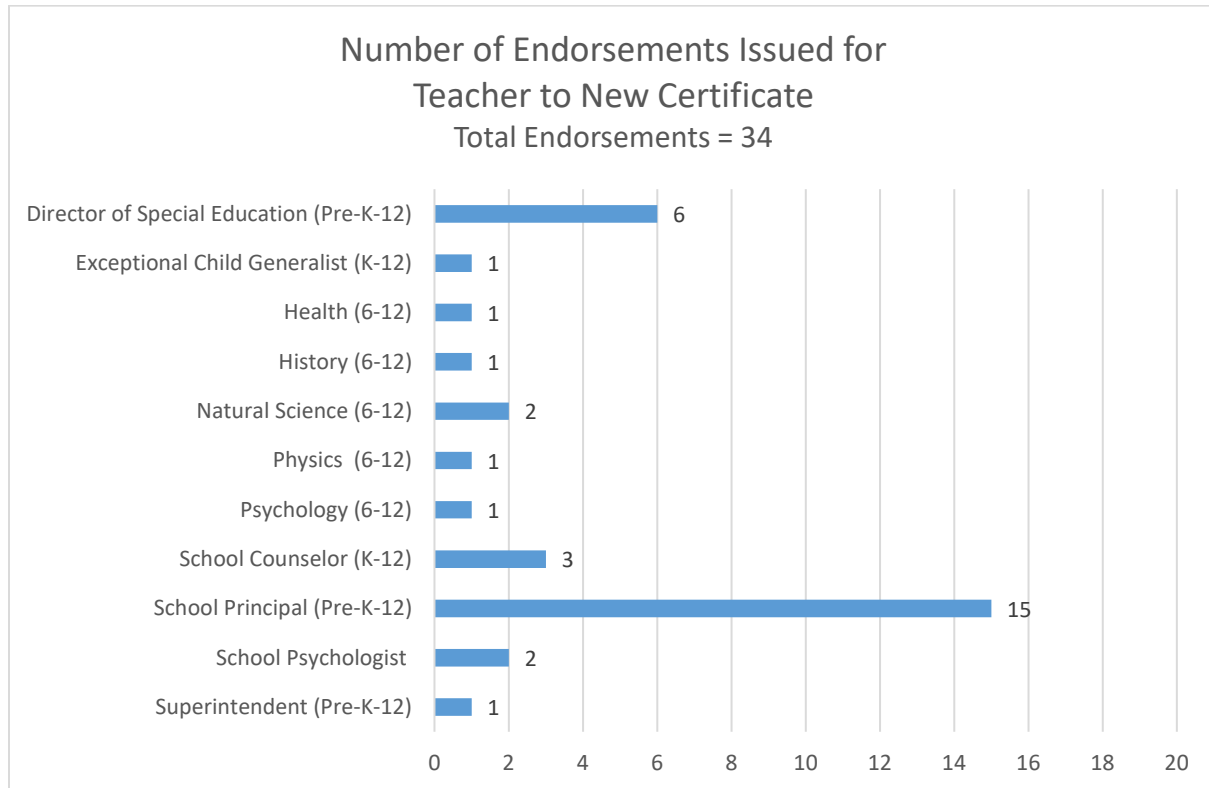


There were 21 Career-Technical Content Specialist authorizations with 22 total endorsements issued during the 2019-2020 school year.

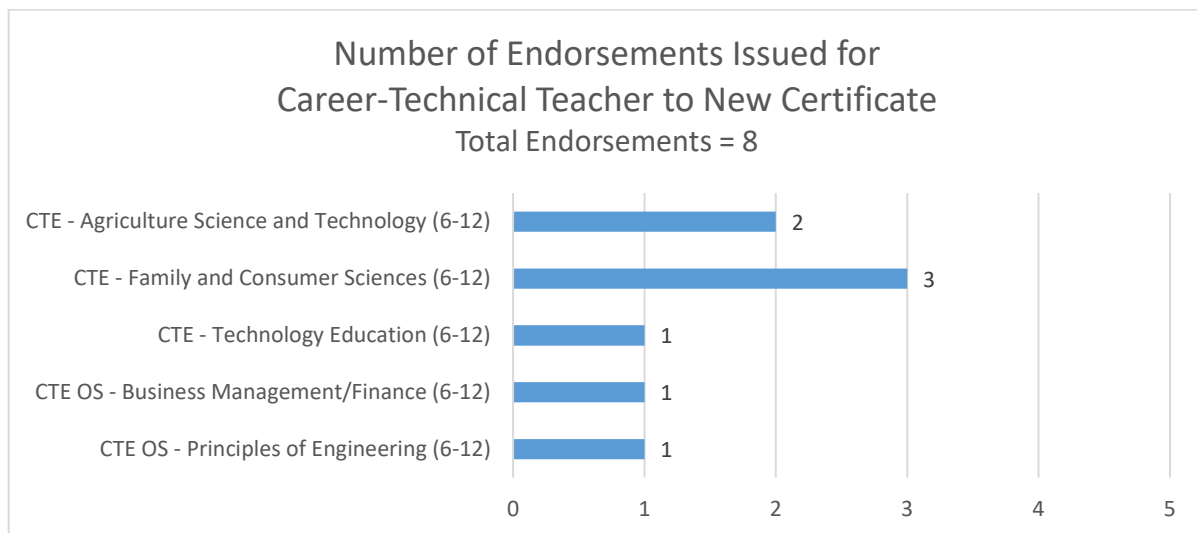


REQUESTS FOR TEACHER TO NEW CERTIFICATE AUTHORIZATIONS

The purpose of this authorization is to allow an Idaho school district/charter to hire a candidate who holds a valid Idaho credential to serve in an assignment for which the candidate does not hold the appropriate certificate and endorsement. There were 34 Teacher to New Certificate authorizations with 34 total endorsements issued during the 2019-2020 school year.

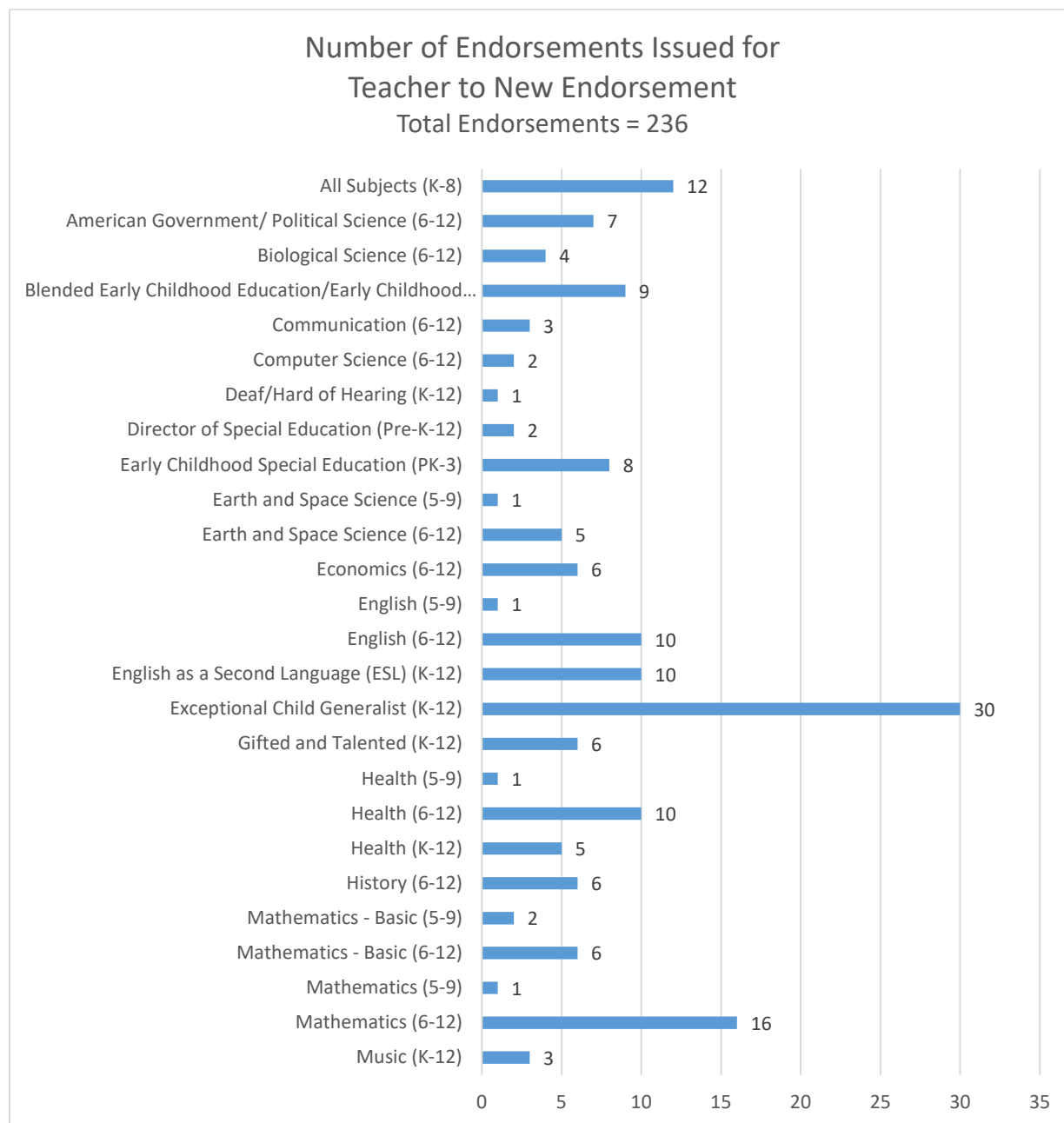


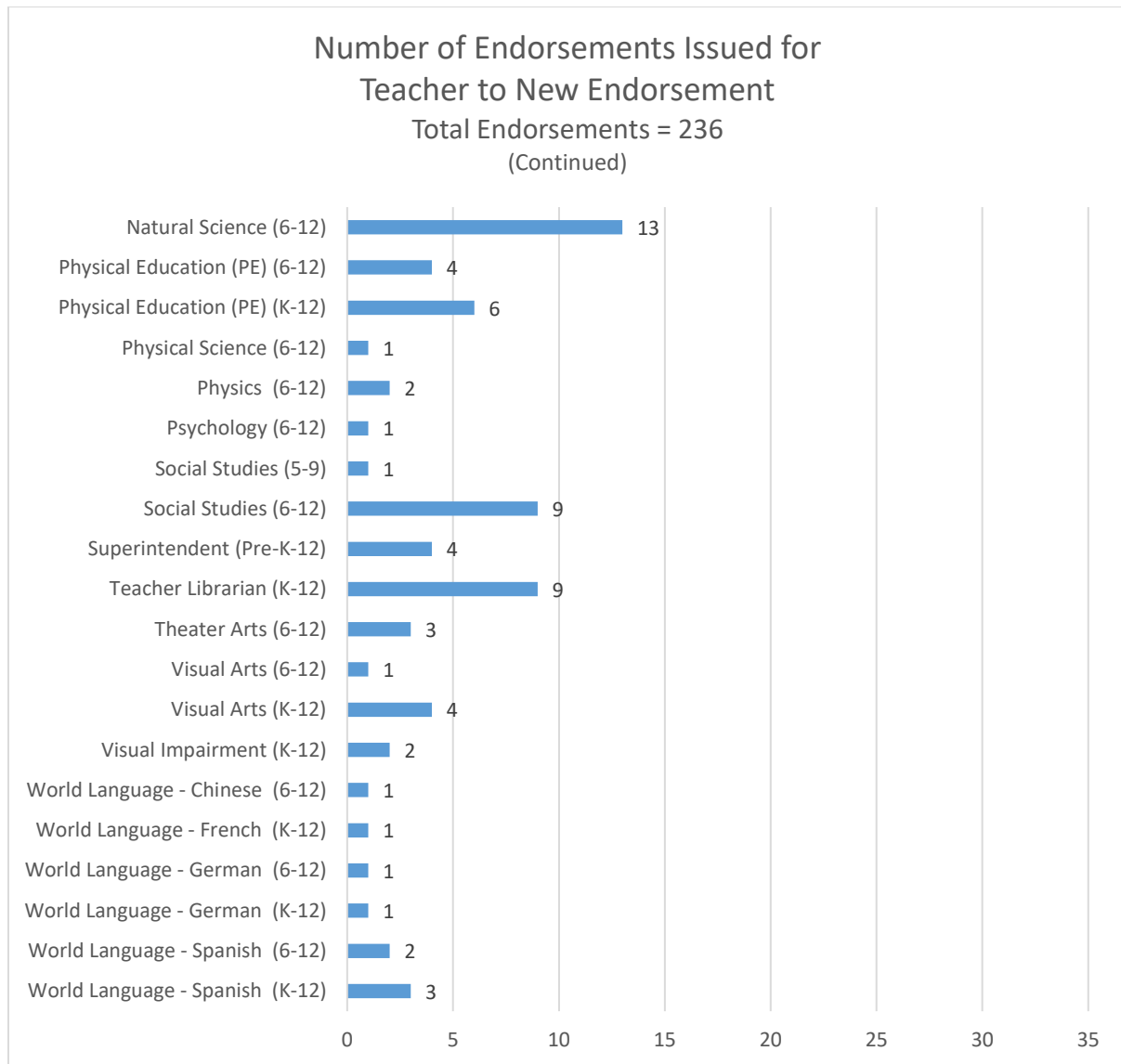
There were 8 Career-Technical Teacher to New Certificate authorizations with 8 total endorsements issued during the 2019-2020 school year.



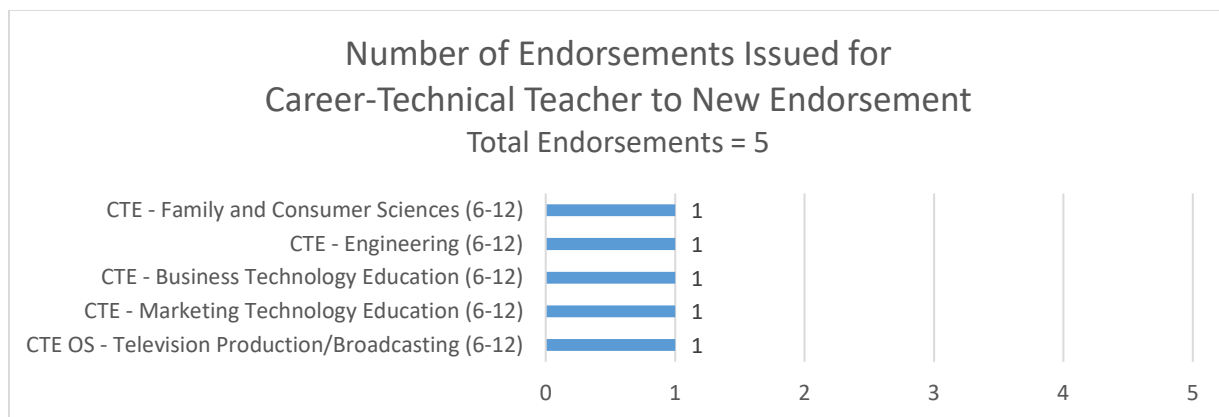
REQUESTS FOR TEACHER TO NEW ENDORSEMENT AUTHORIZATIONS

The purpose of this authorization is to allow an Idaho school district/charter to hire a candidate who holds a valid Idaho credential to serve in an assignment for which the candidate does not hold the appropriate endorsement. There were 231 Teacher to New Endorsement authorizations with 236 total endorsements issued during the 2019-2020 school year.



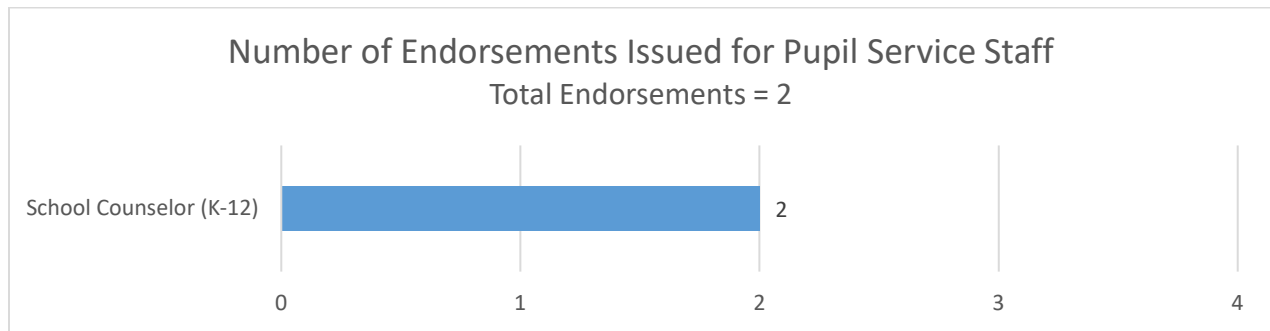


There were 4 Career-Technical Teacher to New Endorsement authorizations with 5 total endorsements issued during the 2019-2020 school year.



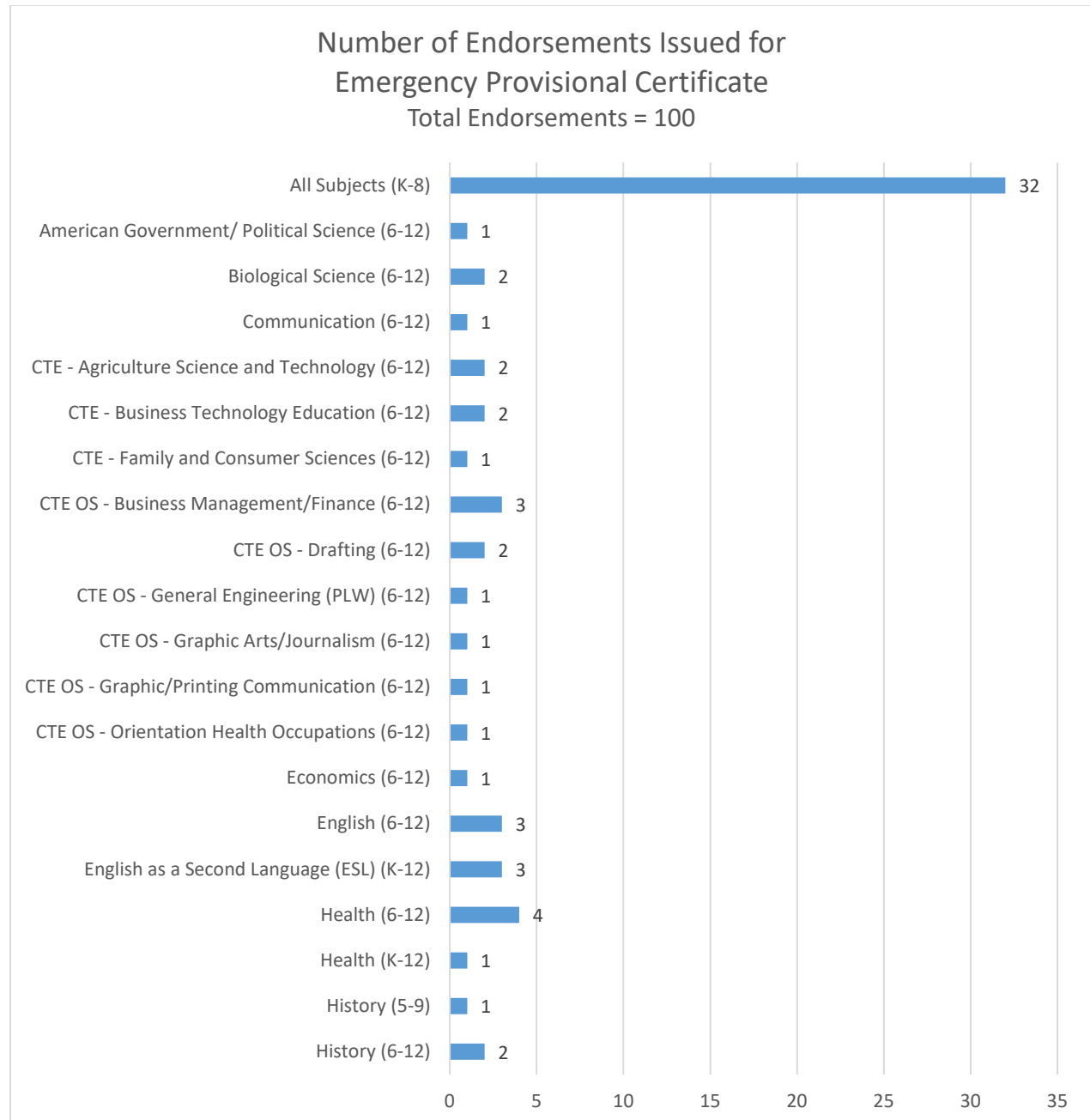
REQUESTS FOR PUPIL SERVICE STAFF AUTHORIZATIONS

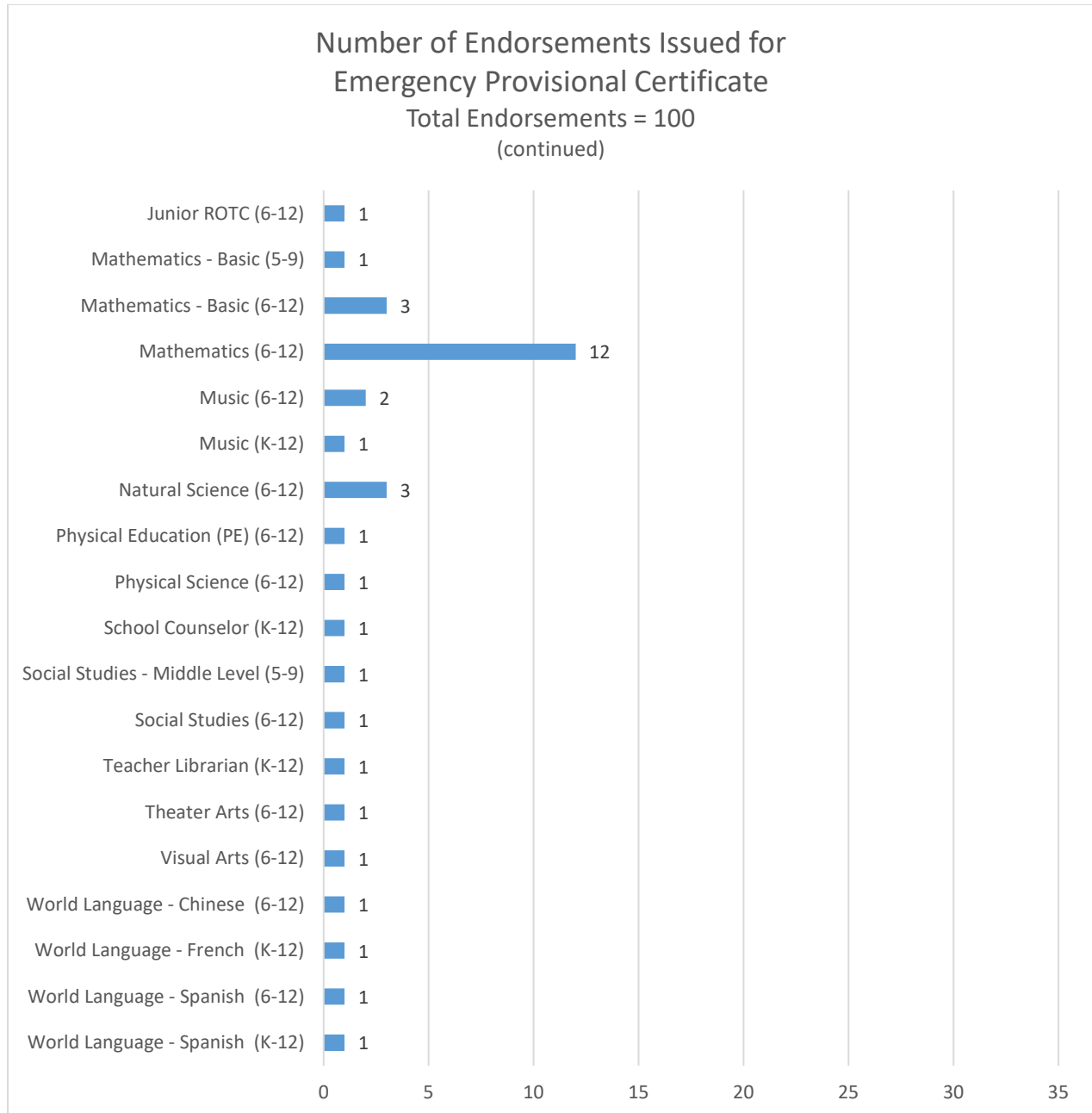
The purpose of this authorization is to allow an Idaho school district/charter to hire a candidate who does not hold a valid Idaho credential to serve in an assignment that requires the Pupil Service Staff Certificate. The authorization allows the candidate to serve in the assignment while working toward obtaining the Pupil Service Staff Certificate and the applicable endorsement. There were 2 Pupil Service Staff authorizations with 2 total endorsements issued during the 2019-2020 school year.



REQUESTS FOR EMERGENCY PROVISIONAL CERTIFICATE

The purpose of the Emergency Provisional Certificate is to allow an Idaho school district/charter to hire a candidate for one year who does not hold a valid Idaho credential to serve in an assignment that requires certification/endorsement in an emergency situation. The district must declare an emergency and the candidate must have at least two years of college training. As per IDEA, Emergency Provisional Certificates are not permitted for special education. There were 90 Emergency Provisional Certificates with 100 total endorsements issued during the 2019-2020 school year.





EXECUTIVE COMMITTEE ACTIVITIES

Under Idaho Code §33-1208 and §33-1209, the PSC has the responsibility for suspending, revoking, issuing letters of reprimand, or placing reasonable conditions on any certificate for educator misconduct. The administrator of the PSC, in conjunction with the deputy attorney general and PSC staff, conducts a review of the written allegation using established guidelines to determine whether to open an investigation or remand the issue to the school district to resolve locally. The Executive Committee considers the allegation(s) and all additional relevant information to determine whether probable cause exists to warrant the filing of an administrative complaint. If probable cause is determined, the Executive Committee recommends disciplinary action to be taken against a certificate. Once an administrative complaint is filed, a hearing may be requested.

During 2019-2020, the PSC received sixty-two (62) written complaints of alleged educator ethical misconduct, of which thirty-five (35) cases were opened. Additionally, twenty-six (26) cases were closed during 2019-2020. Four (4) of the twenty-six (26) closed cases involved educators who were employed as administrators. Furthermore, PSC staff conducted two (2) educator ethical misconduct hearing. The data below represents the cases that were closed.

2019-2020 Closed Ethics Cases

Case Number	Category of Ethics Violation	Probable Cause Found	Disciplinary Action
21731*	Inappropriate Conduct with Student	No	
21826	Sexual Misconduct with a Student	Yes	Revocation
21902	Theft-Fraud	Yes	Letter of Reprimand
21905	Inappropriate Conduct with Student	Yes	Letter of Reprimand
21908	Miscellaneous	Yes	Letter of Reprimand
21909	Miscellaneous	Yes	Revocation
21911	Sexual Misconduct NOT with a Student	Yes	Revocation (Permanent)
21912	Theft-Fraud	Yes	Letter of Reprimand
21915*	Miscellaneous	No	
21916	Breach of Contract	Yes	Suspension
21918	Theft-Fraud	Yes	Revocation
21919	Substance Abuse	Yes	Suspension
21921	Theft-Fraud	No	
21922	Miscellaneous	Yes	Letter of Reprimand
21923	Inappropriate Conduct	Yes	Suspension
21924	Misdemeanor	No	
21925	Inappropriate Conduct with Student	Yes	Letter of Reprimand
21926	Theft-Fraud	No	
21928	Inappropriate Conduct	No	
21930	Breach of Contract	No	
21933	Sexual Misconduct with a Student	Yes	Voluntary Surrender
21934	Inappropriate Conduct with Student	Yes	Suspension
21935	Inappropriate Conduct	Yes	Letter of Reprimand

Case Number	Category of Ethics Violation	Probable Cause Found	Disciplinary Action
21936	Inappropriate Conduct	No	
21937	Inappropriate Conduct	No	
22002	Theft-Fraud	No	
22007	Breach of Contract	No	
22008	Theft-Fraud	No	

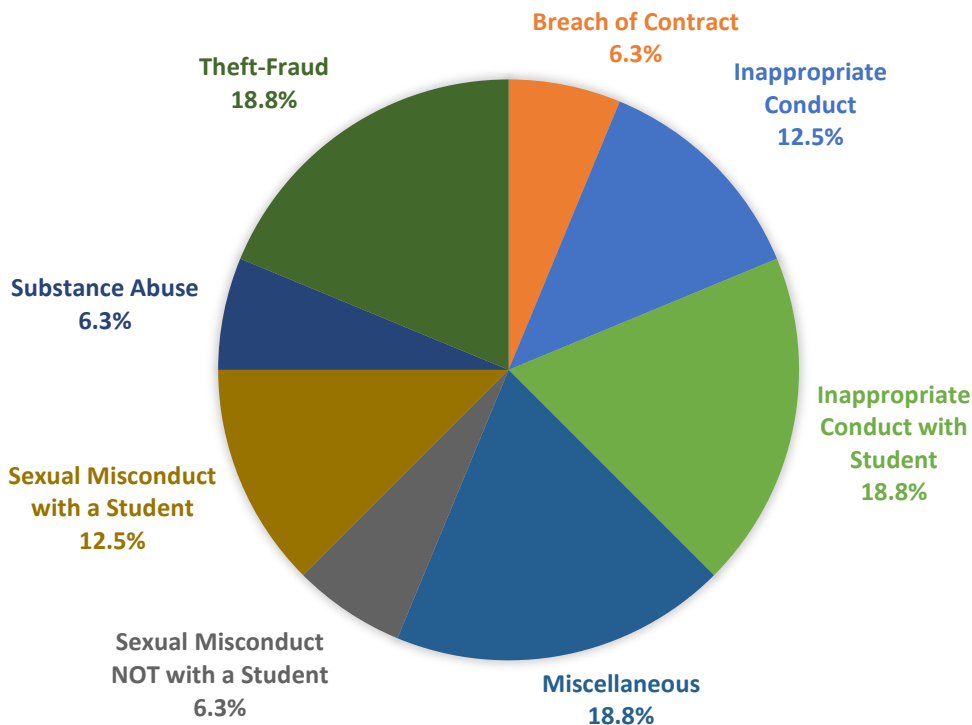
* These cases were actually closed in 2018-2019, but due to a clerical error were not included in the 2018-2019 PSC Annual Report data. We have included it with the 2019-2020 data for reporting transparency.

2019-2020 Aggregate Data of Closed Ethics Cases Where Probable Cause Was Found

During 2019-2020 the PSC closed twenty-six (26) cases and finalized disciplinary action in sixteen (16) cases. The disaggregated data is shown below. The first table shows the data by the category of the ethics violation. The second table displays the data by the type of disciplinary action.

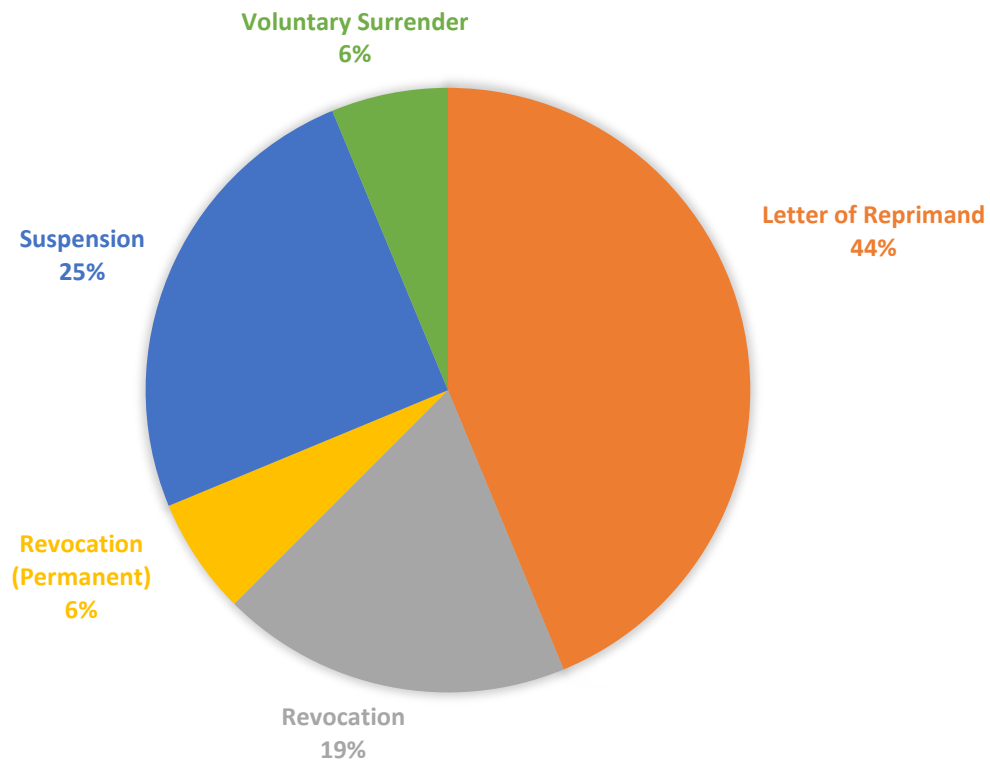
Category of Ethics Violation	Number of Cases Closed	Percent of Cases Closed
Application Discrepancy	-	0%
Breach of Contract	1	6%
Felony (Other)	-	0%
Felony (Violent)	-	0%
Inappropriate Conduct	2	13%
Inappropriate Conduct with Student	3	19%
Miscellaneous	3	19%
Misdemeanor	-	0%
Sexual Misconduct Not with a Student	1	6%
Sexual Misconduct with a Student	2	13%
Substance Abuse	1	6%
Theft-Fraud	3	19%

NUMBER OF CASES CLOSED BY CATEGORY OF ETHICS VIOLATION



Type of Disciplinary Action	Number of Cases Closed	Percent of Cases Closed
Conditioned Certificate	-	0%
Letter of Reprimand	7	44%
Revocation	3	19%
Revocation (Permanent)	1	6%
Suspension	4	25%
Voluntary Surrender	1	6%

NUMBER OF CASES CLOSED BY TYPE OF DISCIPLINARY ACTION



STANDARDS COMMITTEE ACTIVITIES

The Standards Committee is responsible for completing educator preparation standards reviews, educator preparation program reviews, and educator preparation new program proposal reviews for recommendation to the full PSC. The PSC reviews the recommendations of the Standards Committee and makes recommendations to the State Board of Education (Board) for approval consideration.

EDUCATOR PREPARATION STANDARDS REVIEWS

The purpose of educator preparation standards reviews is to define and establish rigorous and research-based standards that better align with national standards and best practices. The standards provide requirements for educator preparation programs to ensure that future educators acquire the knowledge and performance standards to best meet the needs of students.

IDAPA 08.02.02.004 directs that the PSC continuously review/revise 20 percent of the standards per year. The review process involves teams of content area experts from higher education faculty and educators in K-12 Idaho schools. The standards and endorsements are reviewed and presented to the PSC, and then submitted to the Board for approval. Once approved by the Board, they are reviewed and approved by the legislature as a document incorporated by reference into State Board rule.

The following standards and endorsements were reviewed by the PSC during the 2019-2020 school year:

- Communication
 - Journalism
 - Speech and Debate
- Computer Science
- Engineering
- Health
- Physical Education
- Social Studies
 - American Government/Political Science
 - Anthropology
 - Economics
 - Geography
 - History
 - Psychology
 - Sociology
- Visual and Performing Arts
 - Music
 - Theater
 - Visual Arts

EDUCATOR PREPARATION PROGRAM REVIEWS

Each educator preparation program will undergo a state program approval process that is designed to assure that graduates meet the Idaho standards for professional educators. The PSC follows the national accreditation council model by which institutions pursue continuing approval through a full program review every seven (7) years. Additionally, the PSC conducts State-Specific Requirement Reviews, not to exceed every third year following the full program review. The requirements are defined in IDAPA 08.02.02.100: Rules Governing Uniformity and the CAEP standards.

The standards for evaluating teacher preparation programs are found in the [*Idaho Standards for Initial Certification of Professional School Personnel*](#) as updated and approved by the State Board of Education. For review purposes, pertinent rubrics accompanying these standards are on file in the office of the State Department of Education, Certification and Professional Standards.

Current CAEP standards can be reviewed on the [CAEP website](#).

Current PSC materials, reports, and resources are also available on the [State Department of Education website](#).

The following educator preparation programs were reviewed by the PSC during the 2019-2020 school year:

- **American Board of Certification of Teacher Excellence (ABCTE)**
A state on-site Full Unit Program Review was held for ABCTE May 21 – 23, 2019. The State Review Team Report was submitted to the PSC for consideration at its September 20, 2019, meeting. The Report was considered, and the PSC recommended that the State Board of Education (Board) accept the recommendations in the State Review Team Report.

The Board, at its December 18, 2019, meeting, moved to table any action on the report.

- **Boise State University**
A state on-site visit was held at Boise State University (BSU) from October 6 – 8, 2019. The State Review Team Report was subsequently submitted to the PSC at its January 17, 2020, meeting. The Report was considered, and the PSC recommended that the Board accept the recommendations in the State Review Team Report.

The Board, at its April 10, 2020, meeting, accepted the recommendations in the State Review Team Report. Conditionally approved programs are subject to a focused revisit within three years following the on-site visit to determine if specific standards are met.

- **Teach For America**

A state on-site Full Unit Program Review was held for Teach For America (TFA) December 8 – 10, 2019. The State Review Team Report was subsequently submitted to the PSC at its June 12, 2020, meeting, and the PSC recommended that the Board accept the recommendations in the State Review Team Report.

The Board, at its August 27, 2020, meeting, accepted the recommendations in the State Review Team Report. Conditionally approved programs are subject to a focused revisit within three years following the on-site visit to determine if specific standards are met.

Specific information regarding the Board's review of each of these reports can be found on the [State Board of Education website](#).

EDUCATOR PREPARATION NEW PROGRAM PROPOSAL REVIEWS

Each educator preparation new program proposal will undergo a desk review designed to confirm the new program meets the standards in the [Idaho Standards for Initial Certification of Professional School Personnel](#). The PSC reviews the recommendations of the Standards Committee and makes recommendations to the State Board of Education for approval consideration.

The following educator preparation new program proposals were reviewed by the PSC during the 2019-2020 school year, for recommendation to the State Board of Education for conditional approval:

- **Boise State University**
 - Master in Teaching Elementary Education
 - Master in Teaching Secondary Education
- **Idaho State University**
 - Deaf/Hard of Hearing (K-12)
 - Family Consumer Science (6-12)
 - Marketing Technology Education (6-12)
- **University of Idaho**
 - Theater Arts (5-9 or 6-12)

APPENDIX – FISCAL YEAR 2020 BUDGET EXPENDITURES

Revenue	Estimated	Actual Revenue	Variance
Cert Application Fees	\$600,000	\$605,011	\$5,011
Personnel	Budget	Actual Expenditures	Variance
Salaries & Benefits	\$465,000	\$456,136	\$8,864
Expenses (Spending Authority)	Budget	Actual Expenditures	Variance
Operating Expenses			
PSC Meeting/Travel/Meals	\$30,000	\$28,679	\$1,321
PSC PD & Training	\$500	\$0	\$500
Communication	\$10,000	\$11,466	(\$1,466)
Staff Development	\$1,500	\$165	\$1,335
Repairs & Maintenance Services and Supplies	\$1,000	\$0	\$1,000
Administrative Services	\$3,000	\$7,102	(\$4,102)
Computer Services	\$250	\$0	\$250
Staff Travel – NAAC	\$5,000	\$265	\$4,735
Staff Travel – NASDTEC Annual Conference	\$5,000	\$1,364	\$3,636
Staff Travel – NASDTEC PPI	\$6,000	\$3,132	\$2,868
Staff Travel – NASDTEC Taws	\$3,000	\$2,740	\$260
Staff Travel – Other	\$1,500	\$1,298	\$202
Administrative/Office Supplies	\$7,000	\$6,640	\$360
Computer Supplies	\$250	\$219	\$31
Insurance	\$1,500	\$1,610	(\$110)
Rentals & Operating Leases	\$10,000	\$12,187	(\$2,187)
Payroll/Accounting	\$2,000	\$1,935	\$65
Committee Work Expenses			
Executive - Investigations/Hearings/Trainings	\$5,000	\$1,598	\$3,402
Executive - Contract Investigative Services	\$5,000	\$3,648	\$1,352
Executive - NASDTEC Dues	\$4,500	\$4,500	\$0
Standards - Standard Reviews	\$20,000	\$14,061	\$5,939
Standards - EPP Reviews and Focused Visits	\$15,000	\$9,897	\$5,103
Standards - CAEP Partnership Dues	\$5,250	\$5,290	(\$40)
Capital Expenses			
Computer Equipment	\$7,200	\$6,268	\$932
Office Equipment	\$1,000	\$0	\$1,000
Total Expenses (Spending Authority)	\$150,450	\$124,064	\$26,386
All Expenditures (Personnel + Expenses)	\$615,450	\$580,200	
Revenue Less All Expenditures	(\$15,450)	\$24,811	



Professional Standards Commission

Annual Report 2019-2020

Lisa Colón Durham

Professional Standards Commission Administrator

December 17, 2020

PSC Overview



- The PSC consists of 18 constituency members that are nominated by respective stakeholders, appointed or reappointed by the State Board of Education for terms of three years:
 - o Secondary or Elementary Classroom Teacher (5)
 - o Exceptional Child Teacher (1)
 - o School Counselor (1)
 - o Elementary School Principal (1)
 - o Secondary School Principal (1)
 - o Special Education Director (1)
 - o School Superintendent (1)
 - o School Board Member (1)
 - o Public Higher Education Faculty Member (2)
 - o Private Higher Education Faculty Member (1)
 - o Public Higher Education Letters and Sciences Faculty Member (1)
 - o State Career & Technical Education Staff Member (1)
 - o State Department of Education Staff Member (1)

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PSC Overview



- The PSC has four standing committees:
 1. Authorizations Committee
 2. Budget Committee
 - FY 2020 Budget Expenditures
 3. Executive Committee
 4. Standards Committee

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Professional Standards Commission

Annual Report 2019-2020 – Alternative Authorizations



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PSC Alternative Authorizations



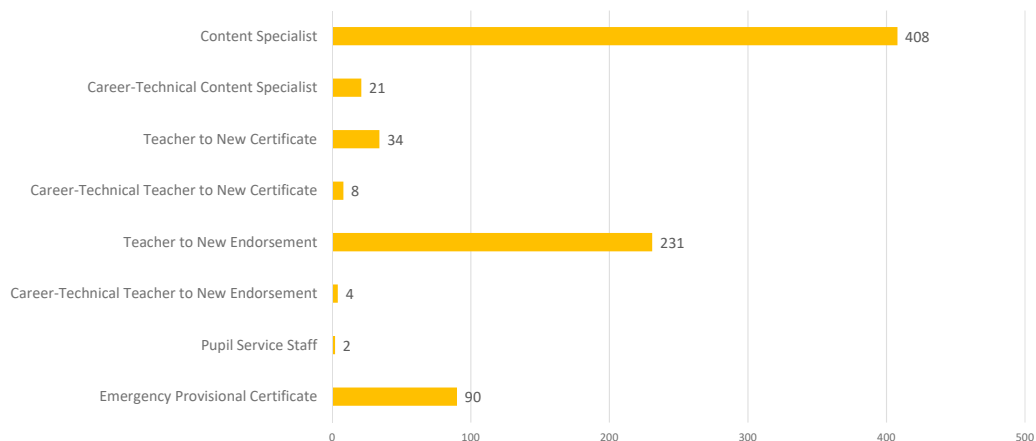
- Authorization Types
 - Content Specialist
 - Teacher to New Certificate
 - Teacher to New Endorsement
 - Pupil Service Staff
- Emergency Provisional Certificates

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PSC Alternative Authorizations



Number of Authorizations by Type
Total Authorizations = 798



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PSC Alternative Authorizations



- There were 20,458 total certificated educators employed statewide during the 2019-2020 school year.
- The percentage of educators working with an alternative authorization was 3.90%

Authorization Type	2017-2018 Number of Authorizations	2018-2019 Number of Authorizations	2019-2020 Number of Authorizations
Content Specialist	509	527	408
Career-Technical Content Specialist	*	*	21
Teacher to New Certificate	33	42	34
Career-Technical Teacher to New Certificate	*	*	8
Teacher to New Endorsement	206	224	231
Career-Technical Teacher to New Endorsement	*	*	4
Pupil Service Staff	3	3	2
Emergency Provisional Certificates	35	89	90
TOTAL	786	885	798

* Did not track Career Technical separately prior to 2019-2020.

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Professional Standards Commission

Annual Report 2019-2020 – Executive Committee



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PSC Executive Committee



- During 2019-2020, the PSC received 62 written complaints of alleged educator ethical misconduct, out of which 35 cases were opened.
- There were 26 cases closed during 2019-2020.
 - 16 cases – probable cause found with disciplinary action taken
 - 10 cases – no probable cause found
 - 4 of the 26 cases were for educators employed as an administrator
- PSC staff conducted 2 educator ethical misconduct hearings during 2019-2020.

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PSC Executive Committee

Summary of Closed Cases for Probable Cause Determination by Category of Ethics Violation



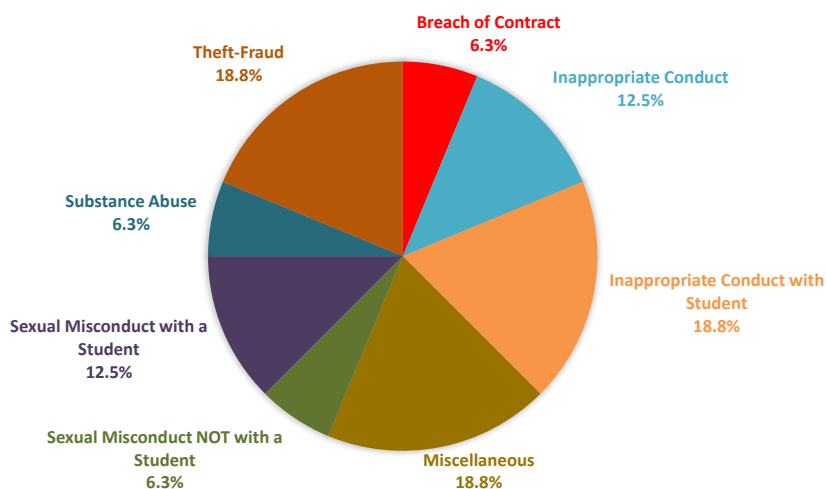
Category of Ethics Violation	2017-2018 Number of Cases Closed	2018-2019 Number of Cases Closed	2019-2020 Number of Cases Closed
Application Discrepancy	1	1	-
Breach of Contract	1	6	1
Felony (Other)	-	-	-
Felony (Violent)	-	-	-
Inappropriate Conduct	-	3	2
Inappropriate Conduct with Student	11	2	3
Miscellaneous	6	4	3
Misdemeanor	-	-	-
Sexual Misconduct Not with a Student	-	2	1
Sexual Misconduct with a Student	1	2	2
Substance Abuse	6	4	1
Theft-Fraud	4	1	3

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PSC Executive Committee



NUMBER OF CASES CLOSED BY CATEGORY OF ETHICS VIOLATION



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PSC Executive Committee

Summary of Closed Cases for Probable Cause Determination by Type of Disciplinary Action



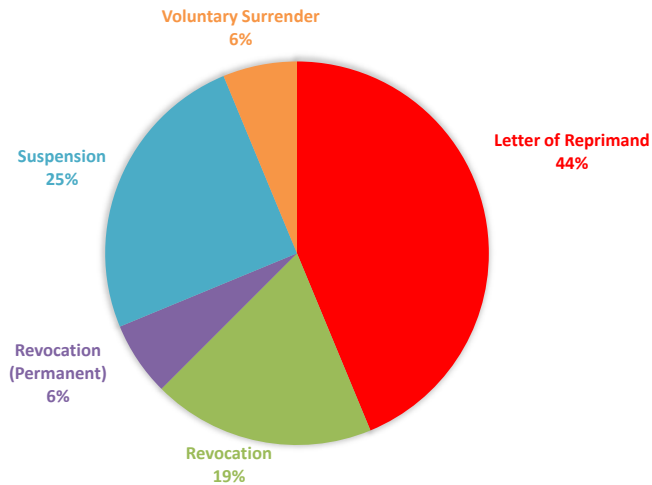
Type of Disciplinary Violation	2017-2018 Number of Cases Closed	2018-2019 Number of Cases Closed	2019-2020 Number of Cases Closed
Conditioned Certificate	1	-	-
Letter of Reprimand	12	7	7
Revocation	8	4	3
Revocation (Permanent)	1	4	1
Suspension	8	9	4
Voluntary Surrender	-	1	1

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PSC Executive Committee



NUMBER OF CASES CLOSED BY TYPE OF DISCIPLINARY ACTION



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Professional Standards Commission

Annual Report 2019-2020 – Standards Committee



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PSC Standards Committee



Reviews 20% of the educator preparation standards and endorsements each year. The following were reviewed during 2019-2020:

- Communication
 - Journalism
 - Speech and Debate
- Computer Science
- Engineering
- Health
- Physical Education
- Social Studies
 - American Government/Political Science
 - Anthropology
 - Economics
 - Geography
 - History
 - Psychology
 - Sociology
- Visual and Performing Arts
 - Music
 - Theater
 - Visual Arts

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PSC Standards Committee



Completes educator preparation program reviews. The following program reviews were completed during 2019-2020:

- American Board for Certification of Teacher Excellence (ABCTE) – Full Unit Program Review
- Boise State University – Focused Visit
- Teach for America Idaho (TFA-Idaho) – Full Unit Program Review

Completes educator preparation new program proposal desk reviews. The following new programs for certification were reviewed and approved by the State Board of Education during 2019-2020:

- Boise State University – Master in Teaching Elementary Education, Master in Teaching Secondary Education
- Idaho State University – Deaf/Hard of Hearing, Family Consumer Science, Marketing Technology Education
- University of Idaho – Theater Arts

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Questions?



Lisa Colón Durham | Professional Standards Commission Administrator

Idaho State Department of Education

650 W State Street, Boise, ID 83702

208 332 6882

lcolondurham@sde.idaho.gov

www.sde.idaho.gov/cert-psc/psc



December 17, 2020

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