

**CONSENT
AUGUST 24, 2022**

TAB	DESCRIPTION	ACTION
1	AUDIT – EXTERNAL AUDIT CONTRACT AMENDMENT	Action Item
2	BAHR – BOISE STATE UNIVERSITY – DEPARTMENT OF VETERAN’S AFFAIRS LEASE RENEWAL	Action Item
3	BAHR – BOISE STATE UNIVERSITY – LIBERAL ARTS FURNITURE, FIXTURES AND EQUIPMENT PURCHASE	Action Item
4	BAHR - BOISE STATE UNIVERSITY - MULTI-YEAR EMPLOYMENT AGREEMENT – HEAD MEN’S BASKETBALL COACH	Action Item
5	BAHR - IDAHO STATE UNIVERSITY MULTI-YEAR EMPLOYMENT AGREEMENT – HEAD WOMEN’S BASKETBALL COACH	Action Item
6	BAHR – UNIVERSITY OF IDAHO – PURCHASE OF DEEP SOIL ECOTRON ECOUNITS	Action Item
7	BAHR - UNIVERSITY OF IDAHO PITKIN NURSERY SEEDLING GREENHOUSE PROJECT – CONSTRUCTION PHASE	Action Item
8	IRSA – GENERAL EDUCATION MATRICULATION COMMITTEE APPOINTMENTS	Action Item
9	IRSA – EPSCoR COMMITTEE APPOINTMENTS	Action Item

**CONSENT
AUGUST 24, 2022**

TAB	DESCRIPTION	ACTION
10	PPGA – UNIVERSITY OF IDAHO – FACILITIES NAMING – SANDPOINT ORGANIC CENTER CIDER HOUSE	Action Item
11	PPGA – TRUSTEE ZONE BOUNDARIES – MIDVALE SCHOOL DISTRICT – CORRECTION	Action Item
12	PPGA – COLLEGE OF WESTERN IDAHO – LICENSE PLATE PROGRAM DESIGN	Action Item
13	SDE – PROFESSIONAL STANDARDS COMMISSION – NORTHWEST NAZARENE UNIVERSITY EDUCATOR PREPARATION PROGRAM REVIEW	Action Item
14	SDE – PROFESSIONAL STANDARDS COMMISSION – IDAHO STATE UNIVERSITY – EDUCATOR PREPARATION PROGRAM – NEW PROGRAM PROPOSAL	Action Item
15	SDE – CURRICULAR MATERIALS ADOPTION	Action Item
16	SDE – EMERGENCY PROVISIONAL CERTIFICATES	Action Item
17	SDE – ASSESSMENT ITEM REVIEW COMMITTEE APPOINTMENTS	Action Item

BOARD ACTION

I move to approve the consent agenda.

CONSENT
AUGUST 24, 2022

SUBJECT

Amendment of External Audit Contract

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education, Policies and Procedures, Section V.H.

BACKGROUND/DISCUSSION

CliftonLarsonAllen (CLA), our external auditors, finished the FY 2021 audits. CLA is requesting a rate increase for the FY 2022 audits.

CLA describes the impact of inflation as the primary reason for the rate increases. CLA has had to provide salary increases to their staff in the past six months to keep up with market rates. Even after those increases, the Big Four and other accounting firms continue to make offers to CLA staff that are more than what CLA is currently paying. On average, many firms are increasing fees north of 20% given the salary increases and shortages of professionals.

Although the Audit Committee appreciates that CLA's first-year audits went smoothly, the Committee is disappointed with the late timing of CLA's notification regarding the significant proposed increases. The Committee is aware of large increases nationwide, but those are more in the 10-15% range. The Committee asked CLA if it was possible to get the increases down to that range. The Committee is concerned that, at the proposed levels of increase, subsequent increases could result in the necessity to go out to bid again. The Committee explained to CLA that January 1st is the deadline for future cost increase requests in order to allow for time to determine whether the state procurement process would require the work to be re-bid. The Committee recommends approval of rate increases for this year.

Subsequent to the Audit Committee meeting, CLA reduced the requested increases from 25% to about 16% for the three universities and reduced the requested increase for LCSC from 33% down to about 23%. OSBE staff worked with the State Division of Purchasing to amend the contract.

IMPACT

The Audit Committee and CLA have agreed to increasing the rates for the FY 2022 audit. The contract amendment will increase the cost for each institution through the audit years 2022-2025. Negotiated audit fees include the following:

	Original	Revised	Increase
Boise State University	\$188,400	\$218,683	16.1%
Idaho State University	\$151,755	\$175,994	16.0%
University of Idaho	\$144,725	\$167,962	16.1%
Lewis-Clark State College	\$103,480	\$126,865	22.6%

CONSENT
AUGUST 24, 2022

Costs for an additional Tier 1 major program will increase from \$16,000 to \$18,400, and costs for an additional Tier 2 major program will increase from \$8,000 to \$9,200.

ATTACHMENTS

Attachment 1 – 2nd Amendment to Contract CPO20210751

STAFF COMMENTS AND RECOMMENDATIONS

When the CLA contract was negotiated, inflationary price increases were not included.

Staff recommends approval.

BOARD ACTION

I move to approve the 2nd amendment to the Division of Purchasing contract with CliftonLarsonAllen for audit services as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Amendment 2
to
Contract CPO20210751
for the Office of the State Board of Education

Parties:	The Office of the State Board of Education By and Through the Division of Purchasing	"OSBE" "DOP"
	and	
	CliftonLarsonAllen, Inc.	"Contractor"

RECITALS:

- A. The parties entered into a Contract for the purchase of Financial Statement and Federal Uniform Guidance Services ("the Contract") effective March 17, 2021, (CPO20210751).
- B. The parties have agreed to a cost increase for each institution as provided herein.
- C. The Total Contract Value (TCV) will be increased as provided herein.

AGREEMENT:

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

- 1. Amendment 2 adds \$101,144.38 to the TCV.
- 2. Boise State University cost increase of \$30,282.90, Base Total \$218,682.90, Idaho State University cost increase of \$24,239.00, Base Total is \$175,994.00, University of Idaho cost increase of \$23,237.40, Base Total \$167,692.40, Lewis & Clark State University cost increase of \$23,385.08, Base Total \$126,865.08.
- 3. An additional Tier 2 standard program will increase from \$8,000 to \$9,200 and an additional Tier 1 major program will increase from \$16,000 to \$18,400.
- 4. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 4. This Amendment is effective upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

NOW THEREFORE, the Parties have entered into this Second Amendment (Amendment 2) effective as of the date signed by DOP.

SIGNATURE PAGE FOLLOWS

Idaho Division of Purchasing

CliftonLarsonAllen, Inc.

Mike Gwinn, Contract Administration Supervisor

Date: _____

Date: _____

Reviewed by:

Office of State Board of Education

Scott Greco, Deputy Director

Date: _____

**CONSENT
AUGUST 24, 2022**

BOISE STATE UNIVERSITY

SUBJECT

Department of Veteran Affairs Lease Renewal

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) purchased the University Plaza building in April 2020. At the time of purchase, the Building housed a number of university departments as well as leased space to a number of non-university tenants. The Department of Veteran Affairs held leased space at the time of the purchase and now seeks to enter into new lease agreements for its existing space.

Pursuant to the Board Policy referenced above, BSU is seeking Board approval to enter into two lease agreements with the Department of Veteran Affairs. The first lease agreement (Suite 460) has a term commencing September 1, 2022 and expiring August 31, 2032, including seven years fixed plus a three-year additional option period. Assuming the option is exercised, the total rent amount due over the entire term will be \$946,052. The second lease agreement, covering suites 425, 450 and 505, is for a slightly shorter term, to align the term to the Suite 460 lease, commencing March 15, 2023 and expiring August 31, 2032, with total lease revenue over the term equaling \$2,288,565.43.

IMPACT

The renewal of these lease agreements results in revenue to BSU and is a continuation of BSU's strategy of renting space not utilized by university departments to private tenants already located in University Plaza to fund debt service and operating expenses associated with the property.

ATTACHMENTS

Attachment 1 – Lease Agreement for Suite 460

Attachment 2 – Lease Agreement for Suites 425, 450, and 505

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.5.b.i. requires Board approval of leases of real property under the control of an institution "if the term of the lease exceeds five (5) years or if the lease revenue exceeds two hundred fifty thousand dollars (\$250,000).

Staff recommends approval.

CONSENT
AUGUST 24, 2022

BOARD ACTION

I move to authorize the president or designee to execute such documents and agreements, including the lease agreements in a form substantially similar to the forms attached hereto, and take such further actions relating thereto as are reasonably necessary to permit Boise State University to enter into the lease agreements.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

VA LEASE NO. 36C24W22L0026

SLAT Lease
GSA TEMPLATE L100A (10/2021)

A. This Lease is made and entered into between

Lessor's Name: Boise State University

(Lessor), whose principal place of business is 1910 University Drive, Boise ID 83702 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

DEPARTMENT OF VETERANS AFFAIRS (VA) (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

960 S. Broadway Avenue, Suite 460
Boise, ID 83706

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on 9/1/2022 through 8/31/2032 upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 7 Years Firm, 3 Years Soft

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name:
Title:
Entity:
Date:

Name: CRAIG WAGSTAFF
Title: Lease Contracting Officer
Department of Veterans Affairs
Date:

WITNESSED FOR THE LESSOR BY:

Name:
Title:
Date:

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

TABLE OF CONTENTS

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 4

1.01 THE PREMISES (OCT 2016) 4

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) 4

1.03 RENT AND OTHER CONSIDERATION (OCT 2021) 4

1.04 TERMINATION RIGHTS (OCT 2016) 5

1.05 RENEWAL RIGHTS (OCT 2016) 5

1.06 DOCUMENTS INCORPORATED IN THE LEASE (SLAT) (OCT 2020) 5

1.07 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) 5

1.08 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (OCT 2020) 5

1.09 LESSOR’S UNIQUE ENTITY IDENTIFIER (OCT 2021) 6

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS 7

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016) 7

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016) 8

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018) 8

2.04 WAIVER OF RESTORATION (OCT 2021) 8

2.05 PAYMENT OF BROKER (OCT 2021) 8

2.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016) 8

2.07 ADJUSTMENT FOR VACANT PREMISES (OCT 2017) 8

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS 9

3.01 WORK PERFORMANCE (SMALL) (SEP 2015) 9

3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SLAT) (OCT 2020) 9

3.03 WOOD PRODUCTS (SMALL) (OCT 2020) 9

3.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020) 9

3.05 BUILDING SHELL REQUIREMENTS (SLAT) (OCT 2020) 9

3.06 RESPONSIBILITY OF THE LESSOR AND LESSOR’S ARCHITECT/ENGINEER (JUN 2012) 9

3.07 QUALITY AND APPEARANCE OF BUILDING (JUN 2012) 10

3.08 VESTIBULES (OCT 2020) 10

3.09 MEANS OF EGRESS (MAY 2015) 10

3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013) 10

3.11 FIRE ALARM SYSTEM (SEP 2013) 10

3.12 ENERGY INDEPENDENCE AND SECURITY ACT (SLAT) (OCT 2020) 11

3.13 ELEVATORS (OCT 2020) 12

3.14 DEMOLITION (JUN 2012) 12

3.15 ACCESSIBILITY (FEB 2007) 12

3.16 CEILINGS (SLAT) (OCT 2020) 12

3.17 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) 12

3.18 WINDOWS (SMALL) (SEP 2015) 13

3.19 PARTITIONS: PERMANENT (SLAT) (OCT 2020) 13

3.20 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020) 13

3.21 PAINTING – SHELL (SMALL) (OCT 2020) 13

3.22 FLOORS AND FLOOR LOAD (OCT 2019) 13

3.23 FLOOR COVERING AND PERIMETERS – SHELL (SLAT) (OCT 2020) 13

3.24 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) 13

3.25 ELECTRICAL (SLAT) (OCT 2020) 13

3.26 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) 13

3.27 PLUMBING (JUN 2012) 14

3.28 DRINKING FOUNTAINS (OCT 2018) 14

3.29 RESTROOMS (SMALL) (OCT 2020) 14

3.30 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SLAT) (OCT 2021) 14

3.31 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SLAT) (OCT 2020) 14

3.32 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020) 14

3.33 LIGHTING: INTERIOR AND PARKING – SHELL (SLAT) (OCT 2020) 15

3.34 INDOOR AIR QUALITY DURING CONSTRUCTION (SLAT) (OCT 2021) 15

3.35 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014) 15

3.36 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015) 16

3.37 BUILDING DIRECTORY (OCT 2021) 16

3.38 FLAGPOLE (SEP 2013) 16

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES 17

4.01 SCHEDULE FOR COMPLETION OF SPACE (SLAT) (OCT 2021) 17

4.02 GREEN LEASE SUBMITTALS (SLAT) (OCT 2021) 17

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SLAT) (OCT 2020) 17

4.04 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) 17

4.05 CONSTRUCTION INSPECTIONS (SEP 2015) 17

4.06	TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)	17
4.07	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)	18
4.08	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)	18
4.09	AS-BUILT DRAWINGS (OCT 2021)	18
4.10	SEISMIC RETROFIT (OCT 2020)	18
4.11	LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)	19
4.12	GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021)	19
SECTION 5 TENANT IMPROVEMENT COMPONENTS		20
5.01	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	20
5.02	FINISH SELECTIONS (SMALL) (SEP 2015)	20
5.03	WINDOW COVERINGS (SMALL) (OCT 2020)	20
5.04	DOORS: SUITE ENTRY (SMALL) (OCT 2020)	20
5.05	DOORS: INTERIOR (SLAT) (OCT 2020)	20
5.06	DOORS: HARDWARE (SEP 2013)	20
5.07	DOORS: IDENTIFICATION (JUN 2012)	20
5.08	PARTITIONS: SUBDIVIDING (SLAT) (OCT 2020)	20
5.09	PAINTING – TI (SMALL) (OCT 2020)	20
5.10	FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)	21
5.11	HEATING AND AIR CONDITIONING (JUN 2012)	21
5.12	ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)	21
5.13	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	21
5.14	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	21
5.15	DATA DISTRIBUTION (OCT 2020)	21
5.16	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)	21
5.17	LIGHTING: INTERIOR AND PARKING – TI (SLAT) (OCT 2020)	22
5.18	AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)	22
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		23
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020)	23
6.02	UTILITIES (APR 2011)	23
6.03	UTILITIES SEPARATE FROM RENTAL (SLAT) (OCT 2020)	23
6.04	HEATING AND AIR CONDITIONING (OCT 2020)	23
6.05	OVERTIME HVAC USAGE (OCT 2020)	23
6.06	JANITORIAL SERVICES (OCT 2021)	24
6.07	SNOW REMOVAL (OCT 2020)	24
6.08	MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)	24
6.09	ASBESTOS (SMALL) (OCT 2021)	25
6.10	ONSITE LESSOR MANAGEMENT (APR 2011)	25
6.11	IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)	25
6.12	SCHEDULE OF PERIODIC SERVICES (OCT 2020)	26
6.13	LANDSCAPE MAINTENANCE (APR 2011)	26
6.14	RECYCLING (SLAT) (OCT 2020)	26
6.15	RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)	26
6.16	INDOOR AIR QUALITY (OCT 2019)	26
6.17	RADON IN AIR (SLAT) (OCT 2020)	26
6.18	RADON IN WATER (JUN 2012)	27
6.19	HAZARDOUS MATERIALS (SEP 2013)	27
6.20	MOLD (SMALL) (OCT 2021)	27
6.21	OCCUPANT EMERGENCY PLANS (OCT 2020)	27
6.22	FLAG DISPLAY (OCT 2016)	27
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		28
7.01	SECURITY REQUIREMENTS (OCT 2021)	28
7.02	MODIFIED LEASE PARAGRAPHS (OCT 2016)	28
7.03	ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)	28
7.04	ADDITIONAL INFORMATION	28
7.05	LESSOR ADDENDUM	28

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: **3,600** rentable square feet (RSF), yielding **3,600** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **fourth (4th)** floor and known as Suite **460**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **0** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: **13** parking spaces as depicted on the plan attached hereto as Exhibit **A**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **13** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2021)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Year	Term	Annual Rent	Monthly Rent	Price per Square Foot
Year 1	9/1/2022 – 8/31/2023	\$86,400.00	\$7,200.00	\$24.00
Year 2	9/1/2023 - 8/31/2024	\$88,128.00	\$7,344.00	\$24.48
Year 3	9/1/2024 - 8/31/2025	\$89,890.56	\$7,490.88	\$24.97
Year 4	9/1/2025 - 8/31/2026	\$91,688.37	\$7,640.70	\$25.47
Year 5	9/1/2026 - 8/31/2027	\$93,522.14	\$7,793.51	\$25.98
Year 6	9/1/2027 - 8/31/2028	\$95,392.58	\$7,949.38	\$26.50
Year 7	9/1/2028 - 8/31/2029	\$97,300.43	\$8,108.37	\$27.03
Year 8	9/1/2029 - 8/31/2030	\$99,246.44	\$8,270.54	\$27.57
Year 9	9/1/2030 - 8/31/2031	\$101,231.37	\$8,435.95	\$28.12
Year 10	9/1/2031 - 8/31/2032	\$103,256.00	\$8,604.67	\$28.68

- B. Parking shall be provided in the Shell Rent.
- C. No Free Rent
- D. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

ATTACHMENT 1

E. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. For succeeding Leases with an incumbent Lessor where the Government is currently in occupancy and possession of the leased Premises and where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the tenant improvement and/or BSAC rent for the period starting from the Lease Term Commencement Date to the date of tenant improvements/BSAC acceptance by the Government (such rent payment will not include any additional interest). Alternatively, the Government may elect to re-amortize the tenant improvements/BSAC over the remaining Firm Term of the Lease, at the amortization rate stipulated in the Lease. In the event the Government does not use all the TIA or BSAC, then the rental payments will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

1.04 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016)

- A. No Renewal Option Terms
- B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (SLAT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) / PARKING PLAN / SITE PLAN	3	A
AGENCY SPECIFIC REQUIREMENTS	12	B
GSA FORM 3517A GENERAL CLAUSES	7	C
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	1	D

1.07 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$20.00 per ABOA SF of Space vacated by the Government.

1.08 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (OCT 2020)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

1.09 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier (UE):

UEI-DUNS: **072995848**

UEI-SAM: **HYWTVM5HNF3**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mailing or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- a) waste, or,
- b) damages or restoration arising from or related to:
 - (1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 - (2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (OCT 2021)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission according to the Commission Agreement signed between the Lessor and Broker. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

2.07 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the Premises or the Lease expires or is terminated.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SLAT) (OCT 2020)

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease. The Government will not pay for existing fixtures and other TIs accepted in place.

3.03 WOOD PRODUCTS (SMALL) (OCT 2020)

For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (<HTTPS://US.FSC.ORG/EN-US>), or the Sustainable Forestry Initiative (<HTTP://WWW.SFIPROGRAM.ORG/>). Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.05 BUILDING SHELL REQUIREMENTS (SLAT) (OCT 2020)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, lease commission, management, profit, etc., for the Building.

3.06 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

3.07 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.08 VESTIBULES (OCT 2020)

A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

A. Existing vestibules shall remain in place at public entrances and exits. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. Existing grilles and grates shall remain in place to control dirt and particulates from entering the Building at all primary exterior entryways.

3.09 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.11 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.12 ENERGY INDEPENDENCE AND SECURITY ACT (SLAT) (OCT 2020)

Energy-related Requirements:

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - 1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - 2. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
 - (ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

Hydrology-related Requirements:

- D. 1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.
 - a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>
 - b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.13 ELEVATORS (OCT 2020)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.14 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.15 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.16 CEILINGS (SLAT) (OCT 2020)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

Ceilings shall be at a minimum **9 feet and 0 inches** and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Restrooms shall have plastered or spackled and taped gypsum board.

3.17 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.18 WINDOWS (SMALL) (SEP 2015)

All windows shall be locked and weather tight. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.19 PARTITIONS: PERMANENT (SLAT) (OCT 2020)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

3.20 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020)

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.21 PAINTING – SHELL (SMALL) (OCT 2020)

The Lessor shall bear the expense for all painting associated with the Building shell, including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

3.22 FLOORS AND FLOOR LOAD (OCT 2019)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run, in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.23 FLOOR COVERING AND PERIMETERS – SHELL (SLAT) (OCT 2020)

Flooring material through Building common areas shall be of quality materials, as approved by the LCO.

3.24 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.25 ELECTRICAL (SLAT) (OCT 2020)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.26 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the Government pays separately for electricity, no more than 500 SF of office may be controlled by one switch or automatic light control for all office Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

3.27 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.28 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.29 RESTROOMS (SMALL) (OCT 2020)

A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

B. Restrooms must meet ABAAS requirements as stated under this Lease.

3.30 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SLAT) (OCT 2021)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled.

B. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

C. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.

D. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph C. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

E. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. Upon request, the Lessor must provide to the Government the type of refrigerant used in chillers and HVAC systems, and the date by which the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

3.31 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SLAT) (OCT 2020)

A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt with a minimum throw of ½ inch and include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.32 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020)

A. The Government may elect to contract its own telecommunications service in the Space.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

3.33 LIGHTING: INTERIOR AND PARKING – SHELL (SLAT) (OCT 2020)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

D. OCCUPANCY SENSORS: The Lessor shall provide occupancy sensors to reduce the hours that the lights are on when the Space is unoccupied

E. BUILDING PERIMETER: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

F. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

G. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.34 INDOOR AIR QUALITY DURING CONSTRUCTION (SLAT) (OCT 2021)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure: The Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

3.35 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications.

All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.36 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015)

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. For Tenant Improvements and other tenant-driven alterations within an existing historic building, that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

B. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent

3.37 BUILDING DIRECTORY (OCT 2021)

A directory listing the Government agency shall be provided in the Building lobby. The directory must be acceptable to the LCO.

3.38 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SLAT) (OCT 2021)

Design and construction activities for the Space shall commence upon Lease award.

Construction of TIs and completion of other required construction work: The Lessor shall complete all work as required in this Lease not later than **90 Working Days** following Lease award.

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

4.02 GREEN LEASE SUBMITTALS (SLAT) (OCT 2021)

Upon request, the Lessor shall submit to the LCO:

- A. Product data sheets upon request for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted **NO LATER THAN** the submission of the DIDs.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the Lease.
- D. If renewable source power is purchased, documentation within 9 months of occupancy.

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SLAT) (OCT 2020)

Upon request by the Lease Contracting Officer, the Lessor shall furnish a detailed construction schedule to the Government within five Working Days. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings. Upon request by the Lease Contracting Officer, the Lessor shall have contractor representatives in attendance including its architects, engineers, and the general contractor.

4.04 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.05 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.06 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)

- A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.
- B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.
- C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary); (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

E. The Government will not be required to accept space prior to the schedule outlined in this Lease.

F. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

4.08 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.09 AS-BUILT DRAWINGS (OCT 2021)

Not later than 60 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

4.10 SEISMIC RETROFIT (OCT 2020)

The following requirements apply to Leases requiring seismic retrofit:

A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.

B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).

C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

4.11 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax or construction permits associated with TI buildout)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

A. The Lessor's TI rent shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees, including sales tax and construction permits associated with TI buildout.
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

4.12 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021)

The Government may direct the Lessor to use the Government's designated project management system for post-award and post-occupancy activities. This includes, but is not limited to, design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, reuse plans, commissioning plans, and product data sheets.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SMALL) (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) options of coordinated finish samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions.

5.03 WINDOW COVERINGS (SMALL) (OCT 2020)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

5.04 DOORS: SUITE ENTRY (SMALL) (OCT 2020)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.05 DOORS: INTERIOR (SLAT) (OCT 2020)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SLAT) (OCT 2020)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 PAINTING – TI (SMALL) (OCT 2020)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.

5.10 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)

A. Unless otherwise specified, broadloom carpet or carpet tiles shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Performance requirements for broadloom and modular tile.

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

2. Texture Appearance Retention Rating (TARR). Moderate; ≥ 3.0 TARR.

5.11 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.12 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)

A. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

5.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.15 DATA DISTRIBUTION (OCT 2020)

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and

ATTACHMENT 1

telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.17 LIGHTING: INTERIOR AND PARKING – TI (SLAT) (OCT 2020)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell (Simplified)." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.18 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020)

The Government's normal hours of operations are established as **7:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL (SLAT) (OCT 2020)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Standard for Buildings Except Low-Rise Residential Buildings, according to the version that corresponds with how the Building systems were designed to perform, or state or local codes.

B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

6.04 HEATING AND AIR CONDITIONING (OCT 2020)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During nonworking hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **3,600** ABOA SF of the Premises shall receive cooling at all times (24 hours a day, 365 days a year) for purposes of cooling the designated server room. The temperature of this room shall be maintained at **68** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

6.05 OVERTIME HVAC USAGE (OCT 2020)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.06 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at <https://www.epa.gov/ipm/introduction-integrated-pest-management>.

6.07 SNOW REMOVAL (OCT 2020)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures (e.g. more frequent snow removal or application of ice-melting agents, warning signs, etc.) to protect the safety of pedestrians.

6.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease.
- B. Carpet and flooring.
1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;

- b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after normal hours.

6.09 ASBESTOS (SMALL) (OCT 2021)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance for re-occupancy was achieved.

6.10 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.11 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the CIO policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.12 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.13 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.14 RECYCLING (SLAT) (OCT 2020)

Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.15 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)

The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.16 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceiling and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

6.17 RADON IN AIR (SLAT) (OCT 2020)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.18 RADON IN WATER (JUN 2012)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.19 HAZARDOUS MATERIALS (SEP 2013)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.20 MOLD (SMALL) (OCT 2021)

- A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower.
- B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices.

6.21 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.22 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) Mega Center in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2021)

The Lessor agrees to the requirements of Facility Security Level I attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- Section 1.03 RENT AND OTHER CONSIDERATIONS (OCT2021)
- Section 4.01 SCHEDULE FOR COMPLETION OF SPCAE (OCT2021)
- Section 4.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT2021)

7.03 ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)

The following clause is added to GSA Form 3517B, General Clauses:

No Federally Elected Officials to Benefit

- A. No person holding a Federally-elected office may directly or indirectly, regardless of whether such person took office before or after execution of the Lease, participate in or benefit from the Lease or any part thereof.
- B. The foregoing prohibition shall not apply if the Lease is entered into with a publicly-held corporation or publicly-held entity for the general benefit of such corporation or entity.
- C. Any violation of this clause shall render the Lease void, and the Government shall have no obligation to the Lessor in consequence thereof following the date the Lease is deemed void.
- D. In the event the Lease is voided pursuant to this clause, the Lessor shall be and remain liable to the Government for any and all costs associated with relocating and housing Government occupants from the leased premises to replacement premises. Such costs shall include, but not be limited to:
 - 1. moving and other physical relocation costs,
 - 2. furniture, fixtures and equipment costs related to occupancy of replacement premises,
 - 3. replication of tenant build-out costs at replacement premises,
 - 4. excess rental costs at replacement premises for the remainder of the firm term of the terminated Lease, and
 - 5. all other direct and consequential damages and costs associated with the Government relocating occupants from the leased premises to replacement premises, whether Federally-owned or leased.
- E. Nothing in this clause shall be deemed or interpreted to waive, modify, alter or limit any provision of existing law, including 41 U.S.C. § 6306 and 18 U.S.C. §§ 431-433.
- F. Lessor's obligation to be and remain liable for the costs and damages specified in this clause shall survive any voiding of the Lease pursuant to this clause or any provision of existing law.

7.04 ADDITIONAL INFORMATION

- A. If there is a contradiction between the Lease and Agency Specific Requirements, the Agency Specific Requirements shall take precedence.
- B. This Lease represents a Full-Service Lease; All utilities, janitorial, and services are provided in the annual/monthly rent.

7.05 LESSOR ADDENDUM

This Addendum (the "Addendum") is dated effective as of the date of the last signature by a party hereto, and is by and between The United States of America Department of Veteran Affairs (VA), acting by and through the designated representative of the General Services Administration ("Lessee") and Boise State University ("University" and together with Lessee, the "Parties") and amends and supplements that certain VA Lease Agreement No. 36C24W22L0026 between the Parties (the "Lease"). This Addendum shall be incorporated into the Lease by this reference as if fully a part thereof.

1. Limitation of University's Liability; Provisions in Violation of State Law. The University is a public institution and, as such, the University's liability is at all times limited as required by Idaho law, including Idaho Code Title 59, Chapter 10, the Idaho State Constitution, and the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, and all provisions of this lease are

ATTACHMENT 1

subject to state laws applicable to University and to the Lease. Therefore, any provision of the Lease shall be void if such provision violates state laws applicable to University, including without limitation provision purporting to indemnify or hold harmless Lessee or impose liability or obligations upon University inconsistent with, in conflict with, or prohibited by the laws of the State of Idaho. Notwithstanding anything to the contrary contained in this Agreement or in any other Agreement or writing between the Parties related hereto, nothing shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Specifically, the University's liability is at all times subject to the limits of liability contained in the Idaho Tort Claims Act, Idaho Code sections 6-901 through 6-929, inclusive (the "Idaho Tort Claims Act"). Any obligation on behalf of the University to provide indemnification or hold harmless any other party is at all times subject to the maximum extent permitted by Idaho law, including Idaho Code section 59 -1016, and the limitations of liability contained in the Idaho Tort Claims Act. Furthermore, the University shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees.

2. Appropriation by Legislature Required. University is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the University beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the University to continue such payments, or requires any return or "give -back" of funds required for the University to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties hereto shall thereupon cease within ten (10) calendar days after notice to the Lessee.

3. University Insurance. University is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, University shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code section 6-924 (not less than \$500,000). University's liability coverage shall cover the actions of University and its employees, agents, students, and faculty while acting in the course and scope of employment or as students of University in performing actions related to their Academic Practicums. University's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919.

4. Jurisdiction and Venue. The Parties agree that any and all actions arising from this Agreement shall be brought in the State and Federal courts sitting in Ada County, Idaho, and hereby submit themselves unconditionally and irrevocably to the personal jurisdiction and venue of such courts.

5. Conditions. Unless otherwise noted, the Government Lessee accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve the Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses. (See Section 1.01.C of this Lease)

VA LEASE NO. 36C24W22L0006

SLAT Lease
GSA TEMPLATE L100A (10/2021)

A. This Lease is made and entered into between

Lessor's Name: Boise State University

(Lessor), whose principal place of business is 1910 University Drive, Boise ID 83702 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

DEPARTMENT OF VETERANS AFFAIRS (VA) (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

960 S. Broadway Avenue, Suites 425, 450, & 505
Boise, ID 83706

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on 3/15/2023 through 8/31/2032 upon acceptance of the Premises as required by this Lease and continuing for a period of

9 Years & 5 Months & 17 Days, 6 Years & 5 Months & 17 Days Firm, 3 Years Soft *

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

* 5 Months & 17 Days is to align this Lease with another VA Lease (36C24W22L0026 – Suite 460) in this building.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name:
Title:
Entity:
Date:

Name: CRAIG WAGSTAFF
Title: Lease Contracting Officer
Department of Veterans Affairs
Date:

WITNESSED FOR THE LESSOR BY:

Name:
Title:
Date:

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

TABLE OF CONTENTS

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 4

1.01 THE PREMISES (OCT 2016) 4

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) 4

1.03 RENT AND OTHER CONSIDERATION (OCT 2021) 4

1.04 TERMINATION RIGHTS (OCT 2016) 5

1.05 RENEWAL RIGHTS (OCT 2016) 5

1.06 DOCUMENTS INCORPORATED IN THE LEASE (SLAT) (OCT 2020) 5

1.07 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) 5

1.08 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (OCT 2020) 5

1.09 LESSOR’S UNIQUE ENTITY IDENTIFIER (OCT 2021) 6

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS 7

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016) 7

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016) 8

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018) 8

2.04 WAIVER OF RESTORATION (OCT 2021) 8

2.05 PAYMENT OF BROKER (OCT 2021) 8

2.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016) 8

2.07 ADJUSTMENT FOR VACANT PREMISES (OCT 2017) 8

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS 9

3.01 WORK PERFORMANCE (SMALL) (SEP 2015) 9

3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SLAT) (OCT 2020) 9

3.03 WOOD PRODUCTS (SMALL) (OCT 2020) 9

3.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020) 9

3.05 BUILDING SHELL REQUIREMENTS (SLAT) (OCT 2020) 9

3.06 RESPONSIBILITY OF THE LESSOR AND LESSOR’S ARCHITECT/ENGINEER (JUN 2012) 9

3.07 QUALITY AND APPEARANCE OF BUILDING (JUN 2012) 10

3.08 VESTIBULES (OCT 2020) 10

3.09 MEANS OF EGRESS (MAY 2015) 10

3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013) 10

3.11 FIRE ALARM SYSTEM (SEP 2013) 11

3.12 ENERGY INDEPENDENCE AND SECURITY ACT (SLAT) (OCT 2020) 11

3.13 ELEVATORS (OCT 2020) 12

3.14 DEMOLITION (JUN 2012) 12

3.15 ACCESSIBILITY (FEB 2007) 12

3.16 CEILINGS (SLAT) (OCT 2020) 12

3.17 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) 12

3.18 WINDOWS (SMALL) (SEP 2015) 13

3.19 PARTITIONS: PERMANENT (SLAT) (OCT 2020) 13

3.20 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020) 13

3.21 PAINTING – SHELL (SMALL) (OCT 2020) 13

3.22 FLOORS AND FLOOR LOAD (OCT 2019) 13

3.23 FLOOR COVERING AND PERIMETERS – SHELL (SLAT) (OCT 2020) 13

3.24 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) 14

3.25 ELECTRICAL (SLAT) (OCT 2020) 14

3.26 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) 14

3.27 PLUMBING (JUN 2012) 14

3.28 DRINKING FOUNTAINS (OCT 2018) 14

3.29 RESTROOMS (SMALL) (OCT 2020) 14

3.30 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SLAT) (OCT 2021) 14

3.31 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SLAT) (OCT 2020) 15

3.32 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020) 15

3.33 LIGHTING: INTERIOR AND PARKING – SHELL (SLAT) (OCT 2020) 15

3.34 INDOOR AIR QUALITY DURING CONSTRUCTION (SLAT) (OCT 2021) 16

3.35 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014) 16

3.36 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015) 16

3.37 BUILDING DIRECTORY (OCT 2021) 16

3.38 FLAGPOLE (SEP 2013) 17

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES 18

4.01 SCHEDULE FOR COMPLETION OF SPACE (SLAT) (OCT 2021) 18

4.02 GREEN LEASE SUBMITTALS (SLAT) (OCT 2021) 18

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SLAT) (OCT 2020) 18

4.04 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) 18

4.05 CONSTRUCTION INSPECTIONS (SEP 2015) 18

4.06	TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)	18
4.07	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)	19
4.08	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)	19
4.09	AS-BUILT DRAWINGS (OCT 2021)	19
4.10	SEISMIC RETROFIT (OCT 2020)	20
4.11	LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)	20
4.12	GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021)	20
SECTION 5 TENANT IMPROVEMENT COMPONENTS		21
5.01	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	21
5.02	FINISH SELECTIONS (SMALL) (SEP 2015)	21
5.03	WINDOW COVERINGS (SMALL) (OCT 2020)	21
5.04	DOORS: SUITE ENTRY (SMALL) (OCT 2020)	21
5.05	DOORS: INTERIOR (SLAT) (OCT 2020)	21
5.06	DOORS: HARDWARE (SEP 2013)	21
5.07	DOORS: IDENTIFICATION (JUN 2012)	21
5.08	PARTITIONS: SUBDIVIDING (SLAT) (OCT 2020)	21
5.09	PAINTING – TI (SMALL) (OCT 2020)	22
5.10	FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)	22
5.11	HEATING AND AIR CONDITIONING (JUN 2012)	22
5.12	ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)	22
5.13	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	22
5.14	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	22
5.15	DATA DISTRIBUTION (OCT 2020)	22
5.16	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)	23
5.17	LIGHTING: INTERIOR AND PARKING – TI (SLAT) (OCT 2020)	23
5.18	AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)	23
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		24
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020)	24
6.02	UTILITIES (APR 2011)	24
6.03	UTILITIES SEPARATE FROM RENTAL (SLAT) (OCT 2020)	24
6.04	HEATING AND AIR CONDITIONING (OCT 2020)	24
6.05	OVERTIME HVAC USAGE (OCT 2020)	24
6.06	JANITORIAL SERVICES (OCT 2021)	25
6.07	SNOW REMOVAL (OCT 2020)	25
6.08	MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)	26
6.09	ASBESTOS (SMALL) (OCT 2021)	26
6.10	ONSITE LESSOR MANAGEMENT (APR 2011)	26
6.11	IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)	26
6.12	SCHEDULE OF PERIODIC SERVICES (OCT 2020)	27
6.13	LANDSCAPE MAINTENANCE (APR 2011)	27
6.14	RECYCLING (SLAT) (OCT 2020)	27
6.15	RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)	27
6.16	INDOOR AIR QUALITY (OCT 2019)	27
6.17	RADON IN AIR (SLAT) (OCT 2020)	28
6.18	RADON IN WATER (JUN 2012)	28
6.19	HAZARDOUS MATERIALS (SEP 2013)	28
6.20	MOLD (SMALL) (OCT 2021)	28
6.21	OCCUPANT EMERGENCY PLANS (OCT 2020)	28
6.22	FLAG DISPLAY (OCT 2016)	28
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		30
7.01	SECURITY REQUIREMENTS (OCT 2021)	30
7.02	MODIFIED LEASE PARAGRAPHS (OCT 2016)	30
7.03	PROVISIONAL ACCEPTANCE (FEB 2021)	30
7.04	ADDITIONAL INFORMATION	30
7.05	LESSOR ADDENDUM	30

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: **8,701** rentable square feet (RSF), yielding **8,701** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space(s) located on the **fourth (4th) & fifth (5th)** floor(s) and known as Suite(s) **4425, 450, & 505**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **0** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: **31** parking spaces as depicted on the plan attached hereto as Exhibit **A**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **31** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2021)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Year	Term	Annual Rent	Monthly Rent	Price per Square Foot
17 Days *	3/15/2023 – 3/31/2023	Free Rent	Free Rent	Free Rent
5 Months *	4/1/2023 – 8/31/2023	\$208,824.00	\$17,402.00	\$24.00
Year 2	9/1/2023 - 8/31/2024	\$213,000.48	\$17,750.04	\$24.48
Year 3	9/1/2024 - 8/31/2025	\$217,260.49	\$18,105.04	\$24.97
Year 4	9/1/2025 - 8/31/2026	\$221,605.70	\$18,467.14	\$25.47
Year 5	9/1/2026 - 8/31/2027	\$226,037.81	\$18,836.48	\$25.98
Year 6	9/1/2027 - 8/31/2028	\$230,558.57	\$19,213.21	\$26.50
Year 7	9/1/2028 - 8/31/2029	\$235,169.74	\$19,597.48	\$27.03
Year 8	9/1/2029 - 8/31/2030	\$239,873.14	\$19,989.43	\$27.57
Year 9	9/1/2030 - 8/31/2031	\$244,670.60	\$20,389.22	\$28.12
Year 10	9/1/2031 - 8/31/2032	\$249,564.01	\$20,797.00	\$28.68

* 5 Months & 17 Days is to align this Lease with another VA Lease (36C24W22L0026 – Suite 460) in this building

- B. Parking shall be provided in the Shell Rent.
- C. 17 Days of Free Rent in the first Month (3/15/2023 through 3/31/2023).

D. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

E. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. For succeeding Leases with an incumbent Lessor where the Government is currently in occupancy and possession of the leased Premises and where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the tenant improvement and/or BSAC rent for the period starting from the Lease Term Commencement Date to the date of tenant improvements/BSAC acceptance by the Government (such rent payment will not include any additional interest). Alternatively, the Government may elect to re-amortize the tenant improvements/BSAC over the remaining Firm Term of the Lease, at the amortization rate stipulated in the Lease. In the event the Government does not use all the TIA or BSAC, then the rental payments will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

1.04 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016)

- A. No Renewal Option Terms
- B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (SLAT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) / PARKING PLAN / SITE PLAN	3	A
AGENCY SPECIFIC REQUIREMENTS	12	B
GSA FORM 3517A GENERAL CLAUSES	7	C
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	1	D

1.07 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$20.00** per ABOA SF of Space vacated by the Government.

1.08 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (OCT 2020)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

ATTACHMENT 2

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

1.09 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier (UE):

UEI-DUNS: **072995848**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mailing or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- a) waste, or,
- b) damages or restoration arising from or related to:
 - (1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 - (2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (OCT 2021)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission according to the Commission Agreement signed between the Lessor and Broker. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

2.07 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the Premises or the Lease expires or is terminated.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SLAT) (OCT 2020)

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease. The Government will not pay for existing fixtures and other TIs accepted in place.

3.03 WOOD PRODUCTS (SMALL) (OCT 2020)

For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)). Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.05 BUILDING SHELL REQUIREMENTS (SLAT) (OCT 2020)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, lease commission, management, profit, etc., for the Building.

3.06 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

3.07 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.08 VESTIBULES (OCT 2020)

A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

A. Existing vestibules shall remain in place at public entrances and exits. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. Existing grilles and grates shall remain in place to control dirt and particulates from entering the Building at all primary exterior entryways.

3.09 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.11 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.12 ENERGY INDEPENDENCE AND SECURITY ACT (SLAT) (OCT 2020)

Energy-related Requirements:

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - 1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - 2. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
 - (ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

Hydrology-related Requirements:

- D. 1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.
 - a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's

requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.13 ELEVATORS (OCT 2020)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.14 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.15 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.16 CEILINGS (SLAT) (OCT 2020)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

Ceilings shall be at a minimum **9 feet and 0 inches** and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Restrooms shall have plastered or spackled and taped gypsum board.

3.17 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.18 WINDOWS (SMALL) (SEP 2015)

All windows shall be locked and weather tight. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.19 PARTITIONS: PERMANENT (SLAT) (OCT 2020)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

3.20 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020)

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.21 PAINTING – SHELL (SMALL) (OCT 2020)

The Lessor shall bear the expense for all painting associated with the Building shell, including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

3.22 FLOORS AND FLOOR LOAD (OCT 2019)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run, in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.23 FLOOR COVERING AND PERIMETERS – SHELL (SLAT) (OCT 2020)

Flooring material through Building common areas shall be of quality materials, as approved by the LCO.

3.24 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.25 ELECTRICAL (SLAT) (OCT 2020)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.26 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the Government pays separately for electricity, no more than 500 SF of office may be controlled by one switch or automatic light control for all office Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

3.27 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.28 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.29 RESTROOMS (SMALL) (OCT 2020)

- A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- B. Restrooms must meet ABAAS requirements as stated under this Lease.

3.30 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SLAT) (OCT 2021)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled.
- B. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- C. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.
- D. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph C. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or

PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

- E. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. Upon request, the Lessor must provide to the Government the type of refrigerant used in chillers and HVAC systems, and the date by which the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

3.31 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SLAT) (OCT 2020)

- A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt with a minimum throw of ½ inch and include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.32 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020)

- A. The Government may elect to contract its own telecommunications service in the Space.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

3.33 LIGHTING: INTERIOR AND PARKING – SHELL (SLAT) (OCT 2020)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

- A. INTERIOR FIXTURES: T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
- B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- B. LIGHTING LEVELS WITH TASK LIGHTING: Fixtures shall have a minimum of two tubes and shall provide 30 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for 90 percent of the total Space, and 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for 90 percent of the Space. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
- D. OCCUPANCY SENSORS: The Lessor shall provide occupancy sensors to reduce the hours that the lights are on when the Space is unoccupied
- E. BUILDING PERIMETER: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.
- F. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

G. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.34 INDOOR AIR QUALITY DURING CONSTRUCTION (SLAT) (OCT 2021)

- A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.
- E. Flush-Out Procedure: The Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

3.35 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary “response” actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all “recognized environmental conditions,” as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.36 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015)

- A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. For Tenant Improvements and other tenant-driven alterations within an existing historic building, that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior’s Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior’s Standards for the Treatment of Historic Properties*.
- B. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent

3.37 BUILDING DIRECTORY (OCT 2021)

A directory listing the Government agency shall be provided in the Building lobby. The directory must be acceptable to the LCO.

3.38 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SLAT) (OCT 2021)

Design and construction activities for the Space shall commence upon Lease award.

Construction of TIs and completion of other required construction work: The Lessor shall complete all work as required in this Lease not later than **90 Working Days** following Lease award.

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

4.02 GREEN LEASE SUBMITTALS (SLAT) (OCT 2021)

Upon request, the Lessor shall submit to the LCO:

- A. Product data sheets upon request for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted **NO LATER THAN** the submission of the DIDs.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the Lease.
- D. If renewable source power is purchased, documentation within 9 months of occupancy.

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SLAT) (OCT 2020)

Upon request by the Lease Contracting Officer, the Lessor shall furnish a detailed construction schedule to the Government within five Working Days. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings. Upon request by the Lease Contracting Officer, the Lessor shall have contractor representatives in attendance including its architects, engineers, and the general contractor.

4.04 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.05 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.06 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal

ATTACHMENT 2

all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary); (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

E. The Government will not be required to accept space prior to the schedule outlined in this Lease.

F. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

4.08 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.09 AS-BUILT DRAWINGS (OCT 2021)

Not later than 60 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file

extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

4.10 SEISMIC RETROFIT (OCT 2020)

The following requirements apply to Leases requiring seismic retrofit:

- A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.
- B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).
- C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

4.11 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

- 1. Legal fees
- 2. Travel costs
- 3. Insurance
- 4. Home office overhead and other indirect costs
- 5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
- 6. Municipal, county, or state fees (not related to sales tax or construction permits associated with TI buildout)
- 7. TI proposal preparation costs
- 8. Lessor's labor costs related to the management of the TI build-out.

A. The Lessor's TI rent shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

- 1. Legal fees
- 2. Travel costs
- 3. Insurance
- 4. Home office overhead and other indirect costs
- 5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
- 6. Municipal, county, or state fees, including sales tax and construction permits associated with TI buildout.
- 7. TI proposal preparation costs
- 8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

- 1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
- 2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
- 3. Conduct and document design and construction project meetings;
- 4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
- 5. Maintain Request for Information (RFI), submittal, and change order logs; and
- 6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

4.12 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021)

The Government may direct the Lessor to use the Government's designated project management system for post-award and post-occupancy activities. This includes, but is not limited to, design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, reuse plans, commissioning plans, and product data sheets.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SMALL) (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) options of coordinated finish samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions.

5.03 WINDOW COVERINGS (SMALL) (OCT 2020)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

5.04 DOORS: SUITE ENTRY (SMALL) (OCT 2020)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.05 DOORS: INTERIOR (SLAT) (OCT 2020)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SLAT) (OCT 2020)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 PAINTING – TI (SMALL) (OCT 2020)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.

5.10 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)

- A. Unless otherwise specified, broadloom carpet or carpet tiles shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

- 1. Performance requirements for broadloom and modular tile.
 - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
 - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
 - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.
- 2. Texture Appearance Retention Rating (TARR). Moderate; ≥ 3.0 TARR.

5.11 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.12 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)

- A. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

5.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.15 DATA DISTRIBUTION (OCT 2020)

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.17 LIGHTING: INTERIOR AND PARKING – TI (SLAT) (OCT 2020)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell (Simplified)." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.18 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020)

The Government's normal hours of operations are established as **6:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL (SLAT) (OCT 2020)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Standard for Buildings Except Low-Rise Residential Buildings, according to the version that corresponds with how the Building systems were designed to perform, or state or local codes.

B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

6.04 HEATING AND AIR CONDITIONING (OCT 2020)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During nonworking hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **3,600** ABOA SF of the Premises shall receive cooling at all times (24 hours a day, 365 days a year) for purposes of cooling the designated server room. The temperature of this room shall be maintained at **68** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

6.05 OVERTIME HVAC USAGE (OCT 2020)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

ATTACHMENT 2

B. When the cost of service is \$10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.06 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at <https://www.epa.gov/ipm/introduction-integrated-pest-management>.

6.07 SNOW REMOVAL (OCT 2020)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures (e.g. more frequent snow removal or application of ice-melting agents, warning signs, etc.) to protect the safety of pedestrians.

6.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after normal hours.

6.09 ASBESTOS (SMALL) (OCT 2021)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance for re-occupancy was achieved.

6.10 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.11 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the CIO policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.12 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.13 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.14 RECYCLING (SLAT) (OCT 2020)

Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.15 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)

The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.16 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and

- 3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.
- 4.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceiling and engineering space in the same ventilation zone as the Space.
- F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.
- G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

6.17 RADON IN AIR (SLAT) (OCT 2020)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.18 RADON IN WATER (JUN 2012)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.19 HAZARDOUS MATERIALS (SEP 2013)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.20 MOLD (SMALL) (OCT 2021)

- A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower.
- B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices.

6.21 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.22 FLAG DISPLAY (OCT 2016)

ATTACHMENT 2

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) Mega Center in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2021)

The Lessor agrees to the requirements of Facility Security Level I attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

Section 1.03 RENT AND OTHER CONSIDERATIONS (OCT2021)
 Section 4.01 SCHEDULE FOR COMPLETION OF SPCAE (OCT2021)
 Section 4.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT2021)

7.03 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

7.04 ADDITIONAL INFORMATION

A. If there is a contradiction between the Lease and Agency Specific Requirements, the Agency Specific Requirements shall take precedence.

B. This Lease represents a Full-Service Lease; All utilities, janitorial, and services are provided in the annual/monthly rent.

7.05 LESSOR ADDENDUM

This Addendum (the "Addendum") is dated effective as of the date of the last signature by a party hereto, and is by and between The United States of America Department of Veteran Affairs (VA), acting by and through the designated representative of the General Services Administration ("Lessee") and Boise State University ("University" and together with Lessee, the "Parties") and amends and supplements that certain VA Lease Agreement No. 36C24W22L0026 between the Parties (the "Lease"). This Addendum shall be incorporated into the Lease by this reference as if fully a part thereof.

1. Limitation of University's Liability; Provisions in Violation of State Law. The University is a public institution and, as such, the University's liability is at all times limited as required by Idaho law, including Idaho Code Title 59, Chapter 10, the Idaho State Constitution, and the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, and all provisions of this lease are subject to state laws applicable to University and to the Lease. Therefore, any provision of the Lease shall be void if such provision violates state laws applicable to University, including without limitation provision purporting to indemnify or hold harmless Lessee or impose liability or obligations upon University inconsistent with, in conflict with, or prohibited by the laws of the State of Idaho. Notwithstanding anything to the contrary contained in this Agreement or in any other Agreement or writing between the Parties related hereto, nothing shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Specifically, the University's liability is at all times subject to the limits of liability contained in the Idaho Tort Claims Act, Idaho Code sections 6-901 through 6-929, inclusive (the "Idaho Tort Claims Act"). Any obligation on behalf of the University to provide indemnification or hold harmless any other party is at all times subject to the maximum extent permitted by Idaho law, including Idaho Code section 59 -1016, and the limitations of liability contained in the Idaho Tort Claims Act. Furthermore, the University shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly

ATTACHMENT 2

attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees.

2. Appropriation by Legislature Required. University is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the University beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the University to continue such payments, or requires any return or "give -back" of funds required for the University to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties hereto shall thereupon cease within ten (10) calendar days after notice to the Lessee.

3. University Insurance. University is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, University shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code section 6-924 (not less than \$500,000). University's liability coverage shall cover the actions of University and its employees, agents, students, and faculty while acting in the course and scope of employment or as students of University in performing actions related to their Academic Practicums. University's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919.

4. Jurisdiction and Venue. The Parties agree that any and all actions arising from this Agreement shall be brought in the State and Federal courts sitting in Ada County, Idaho, and hereby submit themselves unconditionally and irrevocably to the personal jurisdiction and venue of such courts.

5. Conditions. Unless otherwise noted, the Government Lessee accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve the Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses. (See Section 1.01.C of this Lease)

CONSENT
AUGUST 24, 2022

BOISE STATE UNIVERSITY

SUBJECT

Liberal Art Building Furniture, Fixture, and Equipment Purchase

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Liberal Arts (LA) building at Boise State University (BSU) is undergoing alterations and repairs funded and managed through the Permanent Building Fund process. This purchase request is for the purchase of furniture, fixtures, and equipment (FFE) in connection with these updates.

The LA building was constructed in the late 1960's. The original design included fine arts-related teaching spaces and studios for ceramics, sculpture, metalwork, and photography. In 2019, these programs were moved to the new Center for Visual Arts, vacating nearly 23,500 square feet of space in the LA building. Due to the unique requirements of these programs, the vacated space could not be repurposed to traditional classroom and/or faculty office spaces without being remodeled.

The vacated space will be converted to traditional classroom and office spaces for the English Department. Additionally, the Maker Lab will be moved into one of the vacated studio spaces to accommodate growth. This request will provide the necessary FFE to support the new uses, enhancing learning opportunities for students in the College of Arts and Sciences.

IMPACT

If approved, BSU will purchase furniture, signage, information technology, and audio-visual equipment, and related FFE for an amount not to exceed \$1.5M. The source of funds is university reserves.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The building remodel went through the Permanent Building Fund Advisory Council process. This item is before the Board due to the furnishings, fixtures, and equipment cost being in excess of \$1 million per Board policy V.I.

Staff recommends approval.

CONSENT
AUGUST 24, 2022

BOARD ACTION

I move to approve the request by Boise State University to purchase furniture, fixtures, and equipment for the Liberal Arts building in an amount not to exceed \$1.5 million.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
AUGUST 24, 2022

BOISE STATE UNIVERSITY

SUBJECT

Five-year employment Agreement with Men's Basketball Head Coach Leon Rice

REFERENCE

June 2010	Idaho State Board of Education (Board) approved employment agreement with Leon Rice
June 2013	Board approved five-year employment agreement with Leon Rice
June 2014	Board approved five-year employment agreement with Leon Rice
November 2014	Board approved amendment to the agreement to adjust academic incentive pay only
October 2015	Board approved five-year employment agreement with Leon Rice, which has been extended annually with 18 wins

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H

BACKGROUND/DISCUSSION

In 2015, the Idaho State Board of Education (Board) approved a new five-year employment contract with Leon Rice, Head Coach for Men's Basketball. That contract called for a five-year term of employment with automatic extensions for winning 18 games in a season, which has occurred each year since 2015, resulting in a current five-year employment agreement. This new and revised agreement includes a five-year term with similar extension opportunities for 18-win seasons, but would "cap" and conclude at the end of three additional years, with 18-win seasons, for a total term not to exceed eight years. The extensions, if applicable, would never result in more than a five-year term, and only three one-year extensions are available.

Coach Rice's impact on the Boise State men's basketball program has been substantial:

- Three NCAA Tournament appearances (2013, 2015, 2022)
- Only two NCAA Tournament at-large bids in program history (2013, 2015)
- Seven postseason tournament bids in 12 seasons
- Two-time Mountain West regular-season champions (2014-15; 2021-22)
- Mountain West Tournament champion (2022)

CONSENT
AUGUST 24, 2022

- Fifth team in Mountain West history to win an outright regular-season championship and the tournament title in the same season (2021-22)
- School-record 27 wins in 2021-22
- School-record 15 conference wins in 2021-22
- Seeded eighth in the 2022 NCAA Tournament, the best seed in program history
- Two-time Mountain West Coach of the Year (2014-15; 2021-22)
- Rice ranks second in Mountain West history in career victories and career conference victories
- Boise State has won at least 11 Mountain West games in seven of the last eight seasons, including at least 12 conference wins five times in that span.
- During the decade of 2010-11 through 2019-20; Boise State was one of only 33 Division I schools nationwide to amass at least eight 20-win seasons and one of only 17 to do so with the same head coach
- Rice is the Boise State men's basketball all-time wins leader
- In 12 years, Rice has led Boise State to nine 20-win seasons, more than half of Boise State's all-time 20-win campaigns
- Boise State has won four games in national postseason tournaments under Rice, more than half of Boise State's seven all-time postseason victories
- Men's basketball has recorded a perfect single-year APR score on three of the last four reports, leading to a program record 995 multi-year APR score on the most recent release.

IMPACT

The new employment agreement would increase Coach Rice's annual salary from its current amount of \$748,196.80 to \$900,000, with annual increases of \$50,000.

The contract makes several changes from the prior contract, including the following:

- Reassignment, if applicable, would be to a similar job category or family, or to a fundraising position supporting Athletics.
- Liquidated damages payable to the University, from Coach Rice, will rise from \$240,000 in his current contract, if he terminates the contract at his convenience, to \$800,000 in year one, \$700,000 in year two, \$500,000 in year three, \$300,000 in year four, and \$100,000 in year five; this amount would also be applicable in years six, seven, and eight if extensions are awarded.
- For-cause termination for NCAA minor violations will require "multiple and repeated" minor (Level 3) violations.

Year one maximum potential annual compensation (base salary and supplemental compensation) is \$1,206,000. Academic incentive pay is amended to provide a 6% incentive if the team APR is 80% or higher, or \$54,000.

**CONSENT
AUGUST 24, 2022**

The new employment agreement will provide continuity for the program over the next five years.

ATTACHMENTS

- Attachment 1 – Proposed Agreement 2022-2027
- Attachment 2 – Redline to Model
- Attachment 3 – Redline to Current Agreement
- Attachment 4 – MW Salary and Incentive Comparison
- Attachment 5 – Maximum Compensation Calculation
- Attachment 6 – 2017-2021 APR Summary
- Attachment 7 – Liquidated Damages

STAFF COMMENTS AND RECOMMENDATIONS

The contract provides that Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (“APR”) ranks nationally within men’s basketball as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; or
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; or
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; or
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

For 2020-21, the men’s basketball APR rank within the sport was 50th-60th.

Information regarding the university’s obligation to pay liquidated damages and how that compares to other institutions is included in Attachment 7.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a new five-year employment agreement with Leon Rice, Head Men’s Basketball Coach, for a term commencing on July 1, 2022 and terminating March 31, 2027 in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Leon Rice (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Men's Basketball team (the Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of the Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, and within the same or similar job category or family, or a fundraising position supporting Athletics, upon mutual agreement between the Director of Athletics and Coach, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease. In the event that the Director of Athletics and Coach cannot mutually agree upon such reassignment, then Coach will be deemed to have resigned at the end of the then-existing annual term wherein the reassignment was proposed.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on July 1, 2022 and terminating, without further notice to Coach, on March 31, 2027 unless sooner terminated in accordance with other provisions of this Agreement. Section 2.3 and/or section 2.4 may extend the term by one year at a time, up to an additional three one year extensions, terminating this Agreement on March 31, 2030 at the latest. For the sake of clarity, in no event will this Agreement ever be for a period in excess of five (5) years.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach's

employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then-existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then-existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year, no more than three times, commencing on April 1 and concluding on March 31, for each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then-existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament (“NIT”), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

2.5. Limit of Automatic Extensions. This fixed term Agreement may be, pursuant to Section 2.3 and/or 2.4, be extended by one year at a time, up to an additional three one-year extensions, terminating this Agreement on March 31, 2030 at the latest. For the sake of clarity, in no event will this Agreement provide for a term in excess of five (5) years.

ARTICLE 3

3.1. Regular Compensation.

3.1.1. In consideration of Coach’s services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary as follows:
 - July 1, 2022 – March 31, 2023 = \$900,000 (annualized, or *pro rata*, for the remaining nine months of this term);
 - April 1, 2023 – March 31, 2024 = \$950,000;
 - April 1, 2024 – March 31, 2025 = \$1,000,000;
 - April 1, 2025 – March 31, 2026 = \$1,050,000;
 - April 1, 2026 – March 31, 2027 = \$1,100,000;
 payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; provided, however that any extensions of the term pursuant to paragraph 2.4 above will increase Coach’s annual salary by \$50,000;

- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director’s sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and
- d) Assignment of one vehicle through the University’s Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the President, in the President’s discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to all other employees of a comparable level. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Each year Coach may be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

Regular Season:

Conference Regular Season Champion	6% of annual salary
Conference Tournament Champion	6% of annual salary
NCAA At-Large Tournament Invitation	4% of annual salary

Maximum Cumulative Regular Season 12% of annual salary

Post-Season:

National Invitation Tournament Win	2% of annual salary
NCAA Tournament Win (per win)	4% of annual salary
NCAA Tournament Elite 8 Appearance	6% of annual salary

NCAA Tournament Final Four Appearance	8% of annual salary
NCAA Tournament National Champion	16% of annual salary
<i>Maximum Cumulative Post-Season</i>	<i>16% of annual salary</i>

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in May, as long as Coach remains continuously employed as the Head Coach on that date.

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (“APR”) ranks nationally within men’s basketball as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; **or**
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

Any supplemental compensation awarded as Academic Achievement Incentive Pay, shall be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), as long as Coach remains continuously employed as Head Coach on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed

on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

Any such supplemental compensation actually paid to Coach shall be reported to the Board on an annual basis.

3.2.4. Coach agrees that the University has the priority right to operate camps and/or clinics on its campus using University facilities.

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's camps and/or clinics, the University shall pay Coach supplemental compensation during each year of his employment as a coach at the University.
- b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:
 - i) Coach compliance with all NCAA, Mountain West Conference (Conference), Board, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
 - ii) Payment for use of University facilities; and
 - iii) Provision of proof of liability insurance

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a camp and/or clinic to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not

participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the men's basketball conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises will be provided to Director through the Countable Coach Form. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

4.2. Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the Conference, or the NCAA.

4.4. Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of the President and the Board.

4.5. Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7. Disclosure of Criminal Proceedings, Serious Misconduct, and Discipline. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgment for a felony or misdemeanor, has been accused of serious

misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

4.8. Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those which are broadcast on the University's designated media outlets.

4.9. Attendance at Specific Gatherings. Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The Boise State Athletics Hall of Fame Dinner
- b) The biennial BAA/Alumni Auction
- c) The Lyle Smith Golf Tournament
- d) The Dairy Booster Auction
- e) The annual BAA Endowment Dinner
- f) All Department staff meetings called by the Athletic Director or his designee
- g) Athletic Department Graduation Reception
- h) BAA Appreciation Day
- i) Dinner on the Blue

ARTICLE 5

5.1. Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause,

as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, the University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach’s duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach’s abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, or the Conference, or consistent, repeated NCAA Level 3 violations with respect to the same situation or occurrence at Boise State University, or at another NCAA or NAIA member institution;
- d) Ten (10) working days’ absence of Coach from duty without the University’s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University’s judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or consistent and repeated NCAA Level 3 violations with respect to the same situation or occurrence, by one of Coach’s assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the consistent and repeated NCAA Level 3 violations with respect to the same situation or occurrence,

by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation(s) and could have prevented it by ordinary supervision.

- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.7 of this Agreement.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4. If found in violation of a deliberate or major violation of NCAA regulations, or consistent, repeated NCAA Level 3 violations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. Termination of Coach for Convenience of University.

5.2.1. At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained.

In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains other employment whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3. Termination by Coach for Convenience.

5.3.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.

5.3.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3. If Coach terminates this Agreement for convenience at any time, and for any reason, all obligations of the University shall cease as of the effective date of the termination.

If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum:

- a) Termination on or before March 31, 2023: \$800,000
- b) Termination on or before March 31, 2024: \$700,000
- c) Termination on or before March 31, 2025: \$500,000
- d) Termination on or before March 31, 2026: \$300,000
- e) Termination on or before March 31, 2027: \$100,000
- f) Termination on or before March 31, 2028: \$100,000 (if Agreement is extended only)
- g) Termination on or before March 31, 2029: \$100,000 (if Agreement is extended only)
- h) Termination on or before March 31, 2030: \$100,000 (if Agreement is extended only)

This provision is inapplicable in the event Coach elects to retire from coaching basketball at the collegiate or professional levels, so long as Coach shall remain retired from coaching basketball for a period of no less than twenty-four (24) months.

The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

The University, in its sole discretion, may elect to waive a portion of the liquidated damages due to the University.

Coach's obligation, if any, to repay relocation expenses is based on duration of employment and not related to reason for termination and is separate from any obligation to pay liquidated damages.

5.3.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable

compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4. Termination due to Disability or Death of Coach.

5.4.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University 's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.4.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University 's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5. Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6. No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7. Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from

compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, and the University's policies.

ARTICLE 6

6.1. Approval. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4. Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7. Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor,

governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
 Director of Athletics
 1910 University Drive
 Boise, Idaho 83725-1020

with a copy to: Boise State University
 Office of the President
 1910 University Drive
 Boise, Idaho 83725-1000

Coach: Leon Rice
 Last known address on file with
 University’s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13. Non-Use of Names and Trademarks. Coach shall not, without the University’s prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

6.14. No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University

Coach

Jeramiah Dickey
Director of Athletics

Leon Rice

Date

Date

Dr. Marlene Tromp
President

Date

Approved by the Idaho State Board of Education on the ____ day of _____, 2022.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Leon Rice (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Men's Basketball team (the Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of the Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, and within the same or similar job category or family, or a fundraising position supporting Athletics, upon mutual agreement between the Director of Athletics and Coach, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease. In the event that the Director of Athletics and Coach cannot mutually agree upon such reassignment, then Coach will be deemed to have resigned at the end of the then-existing annual term wherein the reassignment was proposed.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on July 1, 2022 and terminating, without further notice to Coach, on March 31, 2027 unless sooner terminated in accordance with other provisions of this Agreement. Section 2.3 and/or section 2.4 may extend the term by one year at a time, up to an additional three one year extensions, terminating this Agreement on March 31, 2030 at the latest. For the sake of clarity, in no event will this Agreement ever be for a period in excess of five (5) years.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach's

Formatted	...
Formatted	...
Deleted: ¶	...
Formatted	...
Formatted	...
Deleted: _____ (...
Formatted	...
Deleted: <u>College).</u>	...
Deleted: _____	...
Formatted	...
Formatted	...
Deleted: ¶	...
Formatted	...
Deleted: 1.1.	...
Deleted:	...
Formatted	...
Formatted	...
Formatted	...
Deleted: <u>(College)</u>	...
Formatted	...
Deleted: <u>(Sport)</u>	...
Deleted:) (or Director of Athletics).	...
Formatted	...
Formatted	...
Deleted: (Director)	...
Formatted	...
Deleted:	...
Formatted	...
Formatted	...
Formatted	...
Deleted: <u>University (College)'s</u>	...
Formatted	...
Deleted: Director's	...
Formatted	...
Deleted: <u>University (College)'s Chief Executive Officer</u>	...
Formatted	...
Formatted	...
Formatted	...
Formatted	...
Formatted	...
Formatted	...
Formatted	...
Deleted:	...
Formatted	...
Deleted: <u>University (College)'s</u>	...
Formatted	...
Formatted	...
Deleted:	...
Formatted	...
Formatted	...
Formatted	...

employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then-existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then-existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year, no more than three times, commencing on April 1 and concluding on March 31, for each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then-existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament ("NIT"), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

2.5. Limit of Automatic Extensions. This fixed term Agreement may be, pursuant to Section 2.3 and/or 2.4, be extended by one year at a time, up to an additional three one-year extensions, terminating this Agreement on March 31, 2030 at the latest. For the sake of clarity, in no event will this Agreement provide for a term in excess of five (5) years.

ARTICLE 3

3.1. Regular Compensation.

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary as follows:
 - July 1, 2022 – March 31, 2023 = \$900,000 (annualized, or pro rata, for the remaining nine months of this term);
 - April 1, 2023 – March 31, 2024 = \$950,000;
 - April 1, 2024 – March 31, 2025 = \$1,000,000;
 - April 1, 2025 – March 31, 2026 = \$1,050,000;
 - April 1, 2026 – March 31, 2027 = \$1,100,000;
- payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; provided, however that any extensions of the term pursuant to paragraph 2.4 above will increase Coach's annual salary by \$50,000;

Rice Contract
2022 to 2027

Deleted: ¶

Formatted: Font color: Black

Formatted: Font: Times New Roman

Formatted: Normal, Centered

Deleted:

Formatted: Font: Times New Roman, Font color: Black

Formatted: Font: Times New Roman, Font color: Black

Formatted: Normal, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 2.5", Left

Deleted: (College)

Formatted: Font: Times New Roman, No underline, Font color: Black

Formatted: Font: Times New Roman, Font color: Black

Formatted: Font: Times New Roman

Deleted: a)

Formatted: Font: Times New Roman, Font color: Black

Deleted: \$ _____ per year,

Formatted: Font: Times New Roman, Font color: Black

Formatted: Font: Times New Roman, Font color: Black

Formatted: Indent: First line: 0", Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border)

Deleted: (College)

Formatted: Font: Times New Roman, No underline, Font color: Black

Formatted: Font: Times New Roman, Font color: Black

Deleted: Chief Executive Officer

Formatted: Font: Times New Roman, Font color: Black

Formatted: Font: Times New Roman, Font color: Black

Formatted: Font: Times New Roman

Deleted: 2¶

Formatted: Font color: Black

Formatted: Normal, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 3.25", Centered + 6.5", Right

b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and

c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and

e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to all other employees of a comparable level. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Each year Coach may be eligible to receive supplemental compensation as follows;

3.2.1 Athletic Achievement Incentive Pay.

Regular Season:

<u>Conference Regular Season Champion</u>	<u>6% of annual salary</u>
<u>Conference Tournament Champion</u>	<u>6% of annual salary</u>
<u>NCAA At-Large Tournament Invitation</u>	<u>4% of annual salary</u>

Maximum Cumulative Regular Season 12% of annual salary

Post-Season:

<u>National Invitation Tournament Win</u>	<u>2% of annual salary</u>
<u>NCAA Tournament Win (per win)</u>	<u>4% of annual salary</u>
<u>NCAA Tournament Elite 8 Appearance</u>	<u>6% of annual salary</u>

Rice Contract
2022 to 2027

Deleted: ¶
Formatted
Deleted: b
Formatted
Formatted
Formatted
Deleted: (College)
Deleted: exempt
Formatted
Formatted
Deleted: (except that in accordance with
Formatted
Deleted: c
Formatted
Deleted: University (College)'s
Formatted
Deleted: of Athletics (Department)
Formatted
Formatted
Deleted: Chief Executive Officer
Formatted
Deleted: Chief Executive Officer's
Formatted
Deleted: Chief Executive Officer
Deleted: .
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Deleted: <#>Each year the Team is the conference
Deleted: 3¶
Formatted
Formatted

Deleted: ¶
Formatted: Font color: Black

NCAA Tournament Final Four Appearance 8% of annual salary
NCAA Tournament National Champion 16% of annual salary
Maximum Cumulative Post-Season 16% of annual salary

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in May, as long as Coach remains continuously employed as the Head Coach on that date.

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (“APR”) ranks nationally within men’s basketball as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; or
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; or
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; or
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

Any supplemental compensation awarded as Academic Achievement Incentive Pay, shall be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), as long as Coach remains continuously employed as Head Coach on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed

Deleted: 4¶
Formatted: Font color: Black
Formatted: Normal, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 3.25", Centered + 6.5", Right

Rice Contract
2022 to 2027

misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

4.8. Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those which are broadcast on the University's designated media outlets.

4.9. Attendance at Specific Gatherings. Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The Boise State Athletics Hall of Fame Dinner
- b) The biennial BAA/Alumni Auction
- c) The Lyle Smith Golf Tournament
- d) The Dairy Booster Auction
- e) The annual BAA Endowment Dinner
- f) All Department staff meetings called by the Athletic Director or his designee
- g) Athletic Department Graduation Reception
- h) BAA Appreciation Day
- i) Dinner on the Blue

ARTICLE 5

5.1. Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause,

Rice Contract
2022 to 2027

Deleted: ¶

Formatted

Formatted

Deleted:

Formatted

Deleted: violence

Formatted

Deleted: any assault that employs

Deleted: use

Deleted: a deadly weapon or causes serious bodily

Formatted

Formatted

Formatted

Formatted

Deleted:

Formatted

Deleted:

Formatted

Deleted: (College)

Deleted: (College).

Deleted: (College)

Formatted

Formatted

Formatted

Deleted: (College)

Formatted

Deleted: University (College)'s

Formatted

Formatted

Formatted

Deleted:

Deleted: (College)

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Deleted: 8¶

Formatted

Formatted

by one of Coach’s assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation(s) and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.7 of this Agreement.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director’s designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3. In the event of any termination for good or adequate cause, the University’s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4. If found in violation of a deliberate or major violation of NCAA regulations, or consistent, repeated NCAA Level 3 violations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach’s employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. Termination of Coach for Convenience of University

5.2.1. At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Rice Contract
2022 to 2027

10

Deleted: ¶

Formatted

Formatted

Deleted: ¶

Deleted: Serious Misconduct

Formatted

Formatted

Deleted: ¶

Deleted:

Formatted

Formatted

Deleted: (College)

Formatted

Deleted: (College)

Formatted

Formatted

Formatted

Deleted:

Formatted

Formatted

Formatted

Deleted: University (College)’s

Formatted

Deleted: (College)

Formatted

Formatted

Deleted:

Deleted: (NAIA)

Formatted

Formatted

Formatted

Formatted

Deleted: (NAIA)

Deleted: (College)

Formatted

Formatted

Formatted

Deleted: (College)

Formatted

Formatted

Deleted: (College)

Formatted

Formatted

Deleted: (College)

Formatted

Formatted

Deleted: (College)

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained.

In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains other employment whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3. Termination by Coach for Convenience.

5.3.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.

5.3.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3. If Coach terminates this Agreement for convenience at any time, and for any reason, all obligations of the University shall cease as of the effective date of the termination.

Rice Contract
2022 to 2027

- Deleted: ¶
- Formatted
- Formatted
- Deleted: , such adjusted compensation to be
- Moved down [1]: Coach shall be entitled to no other
- Formatted
- Deleted:
- Formatted
- Deleted:
- Formatted
- Deleted: (College)
- Formatted
- Moved (insertion) [1]
- Formatted
- Formatted
- Deleted: (College)
- Formatted
- Formatted
- Deleted:
- Formatted
- Deleted: (College)
- Formatted
- Deleted: (College)
- Formatted
- Deleted: ¶
- Deleted:
- Formatted
- Formatted
- Deleted: (College)
- Formatted
- Formatted
- Deleted: (College)
- Formatted
- Formatted
- Deleted: (College)
- Formatted
- Formatted
- Deleted: (College)
- Formatted
- Formatted
- Deleted: (College)
- Formatted
- Formatted
- Deleted: (College)
- Formatted
- Formatted
- Deleted: ¶
- Formatted
- Formatted

If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum:

- a) Termination on or before March 31, 2023: \$800,000
- b) Termination on or before March 31, 2024: \$700,000
- c) Termination on or before March 31, 2025: \$500,000
- d) Termination on or before March 31, 2026: \$300,000
- e) Termination on or before March 31, 2027: \$100,000
- f) Termination on or before March 31, 2028: \$100,000 (if Agreement is extended only)
- g) Termination on or before March 31, 2029: \$100,000 (if Agreement is extended only)
- h) Termination on or before March 31, 2030: \$100,000 (if Agreement is extended only)

This provision is inapplicable in the event Coach elects to retire from coaching basketball at the collegiate or professional levels, so long as Coach shall remain retired from coaching basketball for a period of no less than twenty-four (24) months.

The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

The University, in its sole discretion, may elect to waive a portion of the liquidated damages due to the University.

Coach's obligation, if any, to repay relocation expenses is based on duration of employment and not related to reason for termination and is separate from any obligation to pay liquidated damages.

5.3.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable

Rice Contract
2022 to 2027

Deleted: ¶
Formatted: Font color: Black
Deleted: (College).
Formatted: Font: Times New Roman, No underline, Font color: Black
Formatted: Font: Times New Roman, Font color: Black
Deleted: _____.

Deleted: twenty (20)
Formatted: Font: Times New Roman
Formatted: Font: Times New Roman, Font color: Black
Formatted: Font: Times New Roman, Font color: Black
Formatted: Normal, Indent: First line: 0", Tab stops: -0.94", Left
Formatted: Font: Times New Roman, Font color: Black
Formatted: Normal, No widow/orphan control
Formatted: Font: Times New Roman, Font color: Black
Formatted: Font: Times New Roman, Font color: Black
Formatted: Normal, No widow/orphan control, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border)
Deleted: (College)
Formatted: Font: Times New Roman, No underline, Font color: Black
Formatted: Font: Times New Roman, Font color: Black
Deleted:
Formatted: Font: Times New Roman, Font color: Black
Deleted: (College)
Formatted: Font: Times New Roman, No underline, Font color: Black
Formatted: Font: Times New Roman, Font color: Black
Deleted: 12¶
Formatted: Font color: Black
Formatted: Normal, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 3.25", Centered + 6.5", Right

governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Leon Rice
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13. Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

Rice Contract
2022 to 2027

Deleted: ¶

Formatted

Deleted:

Formatted

Formatted

Deleted: (College).

Formatted

Deleted: (College):

Formatted

Formatted

Formatted

Deleted: _____

Formatted

Deleted: _____

Formatted

Deleted: Chief Executive Officer

Formatted

Deleted: _____ ¶

Formatted

Deleted: _____

Formatted

Deleted: University (College)'s

Formatted

Deleted:

Formatted

Deleted:

Formatted

Formatted

Formatted

Deleted:

Formatted

Deleted: -

Deleted: University (College)'s

Formatted

Formatted

Formatted

Deleted: (College) (

Formatted

Deleted: (College)

Formatted

Deleted: 15 ¶

Formatted

Formatted

6.14. No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

Deleted: ¶
Formatted: Font color: Black

6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board.

Deleted:
Formatted: Font: Times New Roman
Formatted: Font: Times New Roman

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

Deleted:
Formatted: Font: Times New Roman
Deleted: if required under Board Policy II.H
Formatted: Font: Times New Roman, No underline
Formatted: Font: Times New Roman
Formatted: Font: Times New Roman
Deleted:
Formatted: Font: Times New Roman
Formatted: Font: Times New Roman
Formatted: Indent: First line: 0.5"
Deleted: University (College)

University Coach

Jeremiah Dickey Leon Rice
Director of Athletics

Date Date

Dr. Marlene Tromp
President

Date

Approved by the Idaho State Board of Education on the ____ day of _____, 2022.

Formatted: Font: Times New Roman
Formatted: Left
Deleted: _____, 20__.
Formatted: Font: Times New Roman
Deleted: [*Note: Multiyear employment agreements requiring Board approval are defined Board Policy II.H.]
¶
¶
Formatted: Font: Times New Roman
Deleted: 16¶
Formatted: Font color: Black
Formatted: Normal, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 3.25", Centered + 6.5", Right

Rice Contract
2022 to 2027

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Leon Rice (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Men’s Basketball team (the Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s Athletic Director (Director) or the Director’s designee. Coach shall abide by the reasonable instructions of the Director or the Director’s designee and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s President (the President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, and within the same or similar job category or family, or a fundraising position supporting Athletics, upon mutual agreement between the Director of Athletics and Coach, provided that Coach’s compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease. In the event that the Director of Athletics and Coach cannot mutually agree upon such reassignment, then Coach will be deemed to have resigned at the end of the then-existing annual term wherein the reassignment was proposed.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on July 1, 2022 and terminating, without further notice to Coach, on March 31, 2027 unless sooner terminated in accordance with other provisions of this Agreement. Section 2.3 and/or section 2.4 may extend the term by one year at a time, up to an additional three one year extensions, terminating this Agreement on March 31, 2030 at the latest. For the sake of clarity, in no event will this Agreement ever be for a period in excess of five (5) years.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach’s

Table with 2 columns: Style Definition, Deleted:), Deleted: 1.1., Deleted: ...Subject to the terms and conditions of this, Deleted: ...each shall report and be responsible directly, Deleted: October 25, 2015, Deleted: 2020, Deleted: , Deleted: , Deleted: .

employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then-existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then-existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year, no more than three times, commencing on April 1 and concluding on March 31, for each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then-existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament (“NIT”), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

2.5. Limit of Automatic Extensions. This fixed term Agreement may be, pursuant to Section 2.3 and/or 2.4, be extended by one year at a time, up to an additional three one-year extensions, terminating this Agreement on March 31, 2030 at the latest. For the sake of clarity, in no event will this Agreement provide for a term in excess of five (5) years.

ARTICLE 3

3.1. Regular Compensation.

3.1.1. In consideration of Coach’s services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary as follows:
July 1, 2022 – March 31, 2023 = \$900,000 (annualized, or pro rata, for the remaining nine months of this term);
April 1, 2023 – March 31, 2024 = \$950,000;
April 1, 2024 – March 31, 2025 = \$1,000,000;
April 1, 2025 – March 31, 2026 = \$1,050,000;
April 1, 2026 – March 31, 2027 = \$1,100,000;
payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; provided, however that any extensions of the term pursuant to paragraph 2.4 above will increase Coach’s annual salary by \$50,000;

Deleted: ...existing term; provided, however, that at no ...

Formatted

Formatted

Deleted:

Formatted

Deleted:

Formatted

Formatted

Formatted

Deleted: of

Formatted

Formatted

Formatted

Deleted: October 25, 2015 to March 31, 2016

Deleted: 2017 to

Deleted: 2018 – \$675

Formatted

Formatted

Formatted

Formatted

Deleted: 2018 to

Formatted

Deleted: 2019 – \$700

Formatted

Formatted

Deleted: 2019 to

Formatted

Deleted: 2020 – \$725

Formatted

Deleted: ,

Formatted

Deleted: all generally

Formatted

Deleted: .1

Formatted

Deleted: paid after execution of this Agreement

Formatted

Moved (insertion) [1]

- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to all other employees of a comparable level. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Each year Coach may be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay,
Regular Season:

<u>Conference Regular Season Champion</u>	<u>6% of annual salary</u>
<u>Conference Tournament Champion</u>	<u>6% of annual salary</u>
<u>NCAA At-Large Tournament Invitation</u>	<u>4% of annual salary</u>

Maximum Cumulative Regular Season 12% of annual salary

Post-Season:

<u>National Invitation Tournament Win</u>	<u>2% of annual salary</u>
<u>NCAA Tournament Win (per win)</u>	<u>4% of annual salary</u>
<u>NCAA Tournament Elite 8 Appearance</u>	<u>6% of annual salary</u>

Formatted ...

Formatted ...

Deleted: exempt employees

Formatted ...

Deleted: d

Deleted: University's ...eartment of Athletics ...

Formatted ...

Formatted ...

Deleted: 3.2.

Deleted: earn

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Deleted: :

Formatted ...

Deleted: ¶

Deleted:

Formatted ...

Deleted: Champions \$5,000

Formatted ...

Formatted ...

Formatted ...

Moved up [1]: ¶

Deleted: The greater of the following two:¶

Formatted ...

Deleted: Finalist \$3,000 Conference

Formatted ...

Formatted ...

Deleted: Champions \$15,000

Formatted ...

Deleted: c) NCAA

Deleted: game wins \$5,000 per game

Formatted ...

Formatted ...

Formatted ...

Deleted: ¶

Deleted: \$5,000

Formatted ...

Formatted ...

NCAA Tournament Final Four Appearance 8% of annual salary
NCAA Tournament National Champion 16% of annual salary

Maximum Cumulative Post-Season 16% of annual salary

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in May, as long as Coach remains continuously employed as the Head Coach on that date.

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate ("APR") ranks nationally within men's basketball as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; or
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; or
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; or
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

Any supplemental compensation awarded as Academic Achievement Incentive Pay, shall be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), as long as Coach remains continuously employed as Head Coach on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed

Formatted ...

Formatted ...

Deleted: .2

Deleted:

Formatted ...

Formatted ...

Formatted ...

Deleted: Coach shall qualify

Deleted: supplemental pay annually

Formatted ...

Formatted ...

Formatted ...

Deleted: one-year

Deleted: ", meaning the measurement as used by the ...

Formatted ...

Formatted ...

Deleted: (four-year rate):

Formatted ...

Formatted ...

Deleted: i. 50% to 59.9% \$5,000 ¶

Deleted:

Formatted ...

Formatted ...

Formatted ...

Deleted: and Athletic

Formatted ...

Deleted: ¶

Formatted ...

Deleted: Academic Achievement Supplemental

Formatted ...

Deleted: basketball team's retention rate must be at least

Formatted ...

Deleted: anew each year and will not be cumulative. ¶

Deleted: based on the overall development of the

Formatted ...

Formatted ...

Moved down [2]: The University shall have the exclusive

Moved down [3]: It is understood that neither Coach nor

Deleted: ¶

Deleted: Coach agrees to cooperate with the University if

Deleted: broadcast on the University's designated media

on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

Any such supplemental compensation actually paid to Coach shall be reported to the Board on an annual basis.

3.2.4. Coach agrees that the University has the priority right to operate camps and/or clinics on its campus using University facilities.

a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's camps and/or clinics, the University shall pay Coach supplemental compensation during each year of his employment as a coach at the University.

b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

- i) Coach compliance with all NCAA, Mountain West Conference (Conference), Board, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
- ii) Payment for use of University facilities; and
- iii) Provision of proof of liability insurance

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a camp and/or clinic to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not

Deleted: 6. Coach agrees that the University has the ...

Formatted ...

Formatted ...

Deleted: Camps

Formatted ...

Deleted:

Formatted ...

Deleted: Camps.

Formatted ...

Deleted: Camps

Formatted ...

Formatted ...

Formatted ...

Moved (insertion) [4]

Formatted ...

Formatted ...

Deleted: 3.2.7.

Formatted ...

Formatted ...

Deleted: Coach recognizes that the University has the ...

Formatted ...

Deleted:

Formatted ...

Deleted: NCAA rules.

Formatted ...

Deleted: , without University approval,

Formatted ...

participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the men's basketball conference, of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises will be provided to Director through the Countable Coach Form. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

- Formatted
- Moved up [4]: .¶
- Deleted: 3.2.8. Away Game Guarantee. In the event the
- Formatted
- Deleted: 2.9. Home Game Scheduling. In the event the
- Formatted
- Deleted:
- Formatted
- Formatted
- Formatted
- Formatted
- Formatted
- Formatted
- Formatted
- Formatted
- Deleted: well-being
- Formatted
- Formatted
- Formatted
- Formatted
- Formatted
- Formatted
- Formatted
- Deleted: University's governing board
- Formatted
- Deleted: ,
- Formatted
- Deleted: NCAA
- Formatted
- Deleted: are attached as Exhibit C.
- Formatted
- Deleted: State Board of Education Governing Policies an
- Formatted
- Deleted: policies
- Deleted: Department;
- Formatted
- Formatted
- Deleted: ; and (f) the rules and regulations of the athletic
- Formatted

4.2. Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach’s full time and best efforts to the performance of Coach’s duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach’s obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University’s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

- Deleted:**
- Formatted:** Underline, Font color: Black
- Formatted:** Font color: Black
- Formatted:** Font color: Black
- Formatted:** Normal, Indent: Left: 0", First line: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 2 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: Not at 1.13"
- Deleted:** otherwise
- Formatted:**
- Deleted:** Coach may not
- Formatted:** Font color: Black
- Deleted:** .
- Formatted:** Font color: Black
- Deleted:** NCAA Rules. ...outside Income. In accordance

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department’s Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the Conference, or the NCAA.

4.4. Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of the President and the Board.

- Deleted:** ...Coach shall have the responsibility and the s
- Formatted:** Underline
- Deleted:**
- Formatted:** Underline
- Deleted:** ...oach shall not, under any circumstances,
- Formatted:** Underline
- Deleted:** ¶

4.5. Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director’s designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director’s designee.

4.6. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7. Disclosure of Criminal Proceedings, Serious Misconduct, and Discipline. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgment for a felony or misdemeanor, has been accused of serious

misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

4.8. Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those which are broadcast on the University's designated media outlets.

4.9. Attendance at Specific Gatherings. Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The Boise State Athletics Hall of Fame Dinner
- b) The biennial BAA/Alumni Auction
- c) The Lyle Smith Golf Tournament
- d) The Dairy Booster Auction
- e) The annual BAA Endowment Dinner
- f) All Department staff meetings called by the Athletic Director, or his designee
- g) Athletic Department Graduation Reception
- h) BAA Appreciation Day
- i) Dinner on the Blue

ARTICLE 5

5.1. Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay, reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause,

Moved (insertion) [2] ...

Deleted: ...

Formatted ...

Deleted: annual BAA Bar-B-que;¶ ...

Deleted: dinner; ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Deleted: <#>The BAA Bronze Bronco Award ...

Deleted: <#> dinner; ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Deleted: Athletic ...

Formatted ...

Deleted: ; ...

Formatted ...

Deleted: ; ...

Formatted ...

Deleted: <#>Bronco Series Golf Tournaments.¶ ...

Formatted ...

Deleted: temporarily or permanently ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Deleted: , ...

Formatted ...

as those terms are defined in applicable rules and regulations.

5.1.1. In addition to the definitions contained in applicable rules and regulations, the University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach’s duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach’s abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, or the Conference, or consistent, repeated NCAA Level 3 violations with respect to the same situation or occurrence at Boise State University, or at another NCAA or NAIA member institution;
- d) Ten (10) working days’ absence of Coach from duty without the University’s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University’s judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or consistent and repeated NCAA Level 3 violations with respect to the same situation or occurrence, by one of Coach’s assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the consistent and repeated NCAA Level 3 violations with respect to the same situation or occurrence,

Deleted: policies,
Formatted: Font color: Black

Deleted: .
Deleted: policies,
Formatted: Font color: Black

Formatted
Formatted
Deleted: repetitive

Deleted: cure
Formatted

Deleted: (i)
Deleted: repetitive...eliberate or major violation f
Formatted

Formatted

Deleted: a grave violation of the ...oral sentiment
Formatted
Formatted
Formatted: Indent: Left: 1.5"
Formatted: Indent: Left: 1"

Deleted: University’s governing board...oard, the
Deleted: University’s governing board...oard, the
Formatted
Deleted: NCAA
Formatted: Font color: Black

by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation(s) and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.7 of this Agreement.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4. If found in violation of a deliberate or major violation of NCAA regulations, or consistent, repeated NCAA Level 3 violations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. Termination of Coach for Convenience of University.

5.2.1. At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Deleted: when the Coach had actual knowledge (...)

Deleted: , in the proper and faithful performanc (...)

Formatted (...)

Formatted (...)

Formatted (...)

Deleted: ¶ (...)

Formatted (...)

Formatted (...)

Deleted: (...)

Formatted (...)

Deleted: his (...)

Formatted (...)

Formatted (...)

Deleted: (...)

Formatted (...)

Formatted (...)

Formatted (...)

Formatted (...)

Formatted (...)

Deleted: (...)

Deleted: section...ection applies to violations occurring a (...)

Formatted (...)

Deleted: (...)

Formatted (...)

Formatted (...)

Formatted (...)

Deleted: , (...)

Deleted: to Coach ...oach, as liquidated damages and not (...)

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Deleted: Similar or Related Employment...ther

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained.

Moved down [5]: Coach shall be entitled to no other

Deleted: ...coach specifically agrees to inform the

Moved (insertion) [5]

Deleted: 5.2.3. The parties

Deleted: his ...employment with the University, which

Formatted: Font color: Black

Formatted

Formatted

Deleted: his

Formatted: Font color: Black

Formatted: Font color: Black

Deleted: his

Formatted: Font color: Black

Deleted: he

Formatted: Font color: Black

Deleted: his

Deleted: contract

Formatted: Font color: Black

Formatted: Font color: Black

Deleted: , for his own convenience,

Formatted: Font color: Black

Formatted

Formatted

In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains other employment whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3. Termination by Coach for Convenience.

5.3.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.

5.3.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3. If Coach terminates this Agreement for convenience at any time, and for any reason, all obligations of the University shall cease as of the effective date of the termination.

If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum;

- a) Termination on or before March 31, 2023: \$800,000
- b) Termination on or before March 31, 2024: \$700,000
- c) Termination on or before March 31, 2025: \$500,000
- d) Termination on or before March 31, 2026: \$300,000
- e) Termination on or before March 31, 2027: \$100,000
- f) Termination on or before March 31, 2028: \$100,000 (if Agreement is extended only)
- g) Termination on or before March 31, 2029: \$100,000 (if Agreement is extended only)
- h) Termination on or before March 31, 2030: \$100,000 (if Agreement is extended only)

This provision is inapplicable in the event Coach elects to retire from coaching basketball at the collegiate or professional levels, so long as Coach shall remain retired from coaching basketball for a period of no less than twenty-four (24) months.

The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

The University, in its sole discretion, may elect to waive a portion of the liquidated damages due to the University.

Coach's obligation, if any, to repay relocation expenses is based on duration of employment and not related to reason for termination and is separate from any obligation to pay liquidated damages.

5.3.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable

Deleted: his	...
Deleted: and pursues employment as, or performs the	...
Formatted	...
Formatted	...
Deleted: for the breach of this Agreement if the Agree	...
Deleted: sums:	...
Formatted	...
Formatted	...
Deleted: On	...
Deleted: 2016: \$200	...
Formatted	...
Formatted	...
Deleted: April 1, 2016, through	...
Formatted	...
Deleted: 2017: \$210	...
Formatted	...
Deleted: April 1, 2017, through	...
Deleted: 2018: \$220	...
Formatted	...
Formatted	...
Deleted: April 1, 2018, through	...
Deleted: 2019: \$230	...
Formatted	...
Formatted	...
Deleted: April 1, 2019, through the natural	...
Formatted	...
Deleted: , including any extension resulting	...
Formatted	...
Deleted: automatic extension provided	...
Deleted: in Section 2.4: \$240,000	...
Formatted	...
Deleted: ¶	...
Deleted: twenty (20	...
Formatted	...
Formatted	...
Formatted	...
Formatted	...
Formatted	...
Formatted	...
Deleted:	...
Formatted	...

compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4. Termination due to Disability or Death of Coach.

5.4.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.4.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5. Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6. No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7. Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from

- Deleted:
- Deleted: section
- Formatted
- Formatted
- Deleted: Coach has been given an opportunity to consul
- Formatted
- Deleted: provide
- Formatted
- Formatted
- Deleted: he
- Formatted
- Deleted: his
- Formatted
- Deleted: and all accumulated leave
- Formatted
- Formatted
- Formatted
- Formatted
- Deleted:
- Deleted: University's
- Deleted: the ...oach's personal representative or other
- Deleted: University's...niversity 's disability insurance
- Formatted
- Deleted: ...n the event of termination or
- Formatted
- Deleted:
- Formatted
- Deleted:
- Deleted: the
- Formatted
- Formatted
- Formatted
- Formatted
- Formatted

compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, and the University's policies.

ARTICLE 6

6.1. Approval. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4. Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7. Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor,

Deleted: provide for in the State Board of Education Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and University Policies

Formatted: Font color: Black

Deleted: ¶ 5.8. Use of Annual Leave. In the event of non-renewal or termination of Coach's employment, Coach will use all (...)

Deleted: Board

Deleted: ...his Agreement shall not be effective until and (...)

Formatted: Underline

Deleted: ...ll personal property (excluding vehicle(s) (...)

Formatted: Underline

Deleted:

Formatted: Underline

Formatted: Indent: Left: 0", First line: 0.5"

Deleted: ...o waiver of any default in the performance of (...)

Formatted: Underline

Deleted:

Formatted: Underline

Deleted: ...his Agreement shall be subject to and constr (...)

Formatted: Underline

Deleted:

Formatted: Underline

Deleted: ...ny prevention, delay or stoppage due to strik (...)

Formatted: Underline

governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Leon Rice
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13. Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

- Deleted: Non-
- Deleted: Coach hereby consents
- Deleted: agrees that this document may be released and ...
- Deleted: he
- Formatted
- Deleted: at
- Deleted: University's sole discretion
- Formatted
- Deleted: or by facsimile.
- Deleted:
- Formatted
- Deleted: ID
- Formatted
- Deleted: ID
- Deleted: 100
- Deleted:
- Deleted:
- Formatted
- Formatted
- Deleted:
- Formatted
- Formatted
- Formatted
- Formatted
- Deleted: -
- Formatted
- Formatted
- Formatted
- Deleted: his

6.14. No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

Formatted

Formatted

Deleted:

6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board.

Formatted

Deleted: , including the Employment Agreement effective

Deleted:

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

Deleted: University's

Deleted: of Trustees

Deleted: The

Deleted: he

Formatted

Deleted: , and has not relied upon the advice of any legal

University Coach

Formatted

Deleted: _____ Page Break _____

Jeremiah Dickey Leon Rice
Director of Athletics

Deleted:

Deleted: Leon Rice

Formatted

Date _____ Date _____

Formatted

Formatted

Dr. Marlene Tromp
President

Deleted: Robert W. Kustra,

Deleted:

Deleted: Trustees

Deleted: _____

Deleted: _____, 2015.

Date _____

Formatted

Approved by the Idaho State Board of Education on the _____ day of _____, 2022.

Formatted

**Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference**

Coach	School	Base Salary	Incentives																
Joe Scott	Air Force	NA																	
Leon Rice	Boise State	\$ 900,000	See Contract																
Niko Medved	Colorado State	\$ 1,100,000	<p>b. Incentive Compensation. If, while Medved is employed as the Head Coach, (1) the Program's four-year APR following the preceding year's data collection meets or exceeds the NCAA's "cut score" requirement for that year (for example 930 for the 2018-2019 data collection year), provided that this APR minimum pre-requisite does not apply during the first year of the Term given that the calculation is based on the preceding year's data, (2) there have been no findings or formal allegations of a Level I or Level II NCAA violation against the Program during the calendar year under consideration (e.g., January 1, 2018 through December 31, 2018), and (3) the Program attains one or more of the achievements enumerated below, Medved will be entitled to the following compensation for such an achievement during that season:</p> <table border="1"> <thead> <tr> <th>Achievement</th> <th>Compensation</th> </tr> </thead> <tbody> <tr> <td>Win 20 or more games against Division I opponents</td> <td>\$25,000</td> </tr> <tr> <td>Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Medved wins both the regular season and tournament championship in the same season, a maximum of \$50,000 will be paid for this achievement.)</td> <td>Additional \$50,000</td> </tr> <tr> <td>Qualify for the NCAA Championship Tournament</td> <td>Additional \$75,000</td> </tr> <tr> <td>Advance to the Sweet 16 of the NCAA Championship Tournament</td> <td>Additional \$75,000</td> </tr> <tr> <td>Advance to the Elite 8 of the NCAA Championship Tournament</td> <td>Additional \$75,000</td> </tr> <tr> <td>Advance to the Final 4 of the NCAA Championship Tournament</td> <td>Additional \$125,000</td> </tr> <tr> <td>Win the NCAA Championship Tournament</td> <td>Additional \$200,000</td> </tr> </tbody> </table> <p>All Incentive Compensation payments are cumulative, and Medved can earn multiple incentive compensation payments under each category during each basketball season. All Incentive Compensation payments shall be paid to Medved on or before the June 30 immediately following the season in which such Incentive Compensation was earned.</p> <p>In addition, CSU and Medved agree to work together in good faith to discuss an adjustment to Medved's Base Salary and Incentive Compensation in the event the University joins a Power 5 athletic conference (ACC, Big 10, Big 12, Pac-12 or SEC) during the Term, taking into account the new conference's market conditions.</p>	Achievement	Compensation	Win 20 or more games against Division I opponents	\$25,000	Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Medved wins both the regular season and tournament championship in the same season, a maximum of \$50,000 will be paid for this achievement.)	Additional \$50,000	Qualify for the NCAA Championship Tournament	Additional \$75,000	Advance to the Sweet 16 of the NCAA Championship Tournament	Additional \$75,000	Advance to the Elite 8 of the NCAA Championship Tournament	Additional \$75,000	Advance to the Final 4 of the NCAA Championship Tournament	Additional \$125,000	Win the NCAA Championship Tournament	Additional \$200,000
Achievement	Compensation																		
Win 20 or more games against Division I opponents	\$25,000																		
Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Medved wins both the regular season and tournament championship in the same season, a maximum of \$50,000 will be paid for this achievement.)	Additional \$50,000																		
Qualify for the NCAA Championship Tournament	Additional \$75,000																		
Advance to the Sweet 16 of the NCAA Championship Tournament	Additional \$75,000																		
Advance to the Elite 8 of the NCAA Championship Tournament	Additional \$75,000																		
Advance to the Final 4 of the NCAA Championship Tournament	Additional \$125,000																		
Win the NCAA Championship Tournament	Additional \$200,000																		

**Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference**

Justin Hutson	Fresno State	\$ 816,439	<p>1) Achievement of Annual NCAA APR</p> <ul style="list-style-type: none"> a. At or above 935 provides \$25,000 b. At or Above 940 provides \$30,000 c. At or Above 950 provides \$35,000 <p><i>Only one may be awarded.</i></p> <p>2) Annual Team GPA (Fall/Spring Semesters)</p> <ul style="list-style-type: none"> a. 2.5 to 2.599 provides \$20,000 b. 2.6 to 2.699 provides \$25,000 c. 2.7 to 2.799 provides \$30,000 d. 2.8 and above provides \$35,000 <p><i>Only one may be provided.</i></p> <p>3) Annual Federal Graduation Rate</p> <ul style="list-style-type: none"> a. At or above 53% provides \$10,000 b. At or above 54% provides \$15,000 c. At or above 55% provides \$20,000 d. At or above 56% provides \$25,000 e. At or above 57% provides \$30,000 f. At or above 58% provides \$35,000 <p><i>All percentages refer to four-year cohort. Only one may be provided.</i></p> <p>4) Achievement of Regular Season Winning Percentage</p> <ul style="list-style-type: none"> a. At or above 60% provides \$20,000 b. At or above 64% provides \$25,000 c. At or above 68% provides \$30,000 d. At or above 71% provides \$35,000 e. At or above 75% provides \$40,000 <p><i>Page 5 of 12</i></p> <ul style="list-style-type: none"> f. At or above 78% provides \$45,000 g. At or above 82% provides \$50,000 h. At or above 85% provides \$55,000 i. At or above 89% provides \$60,000 j. At or above 92% provides \$65,000 k. At or above 95% provides \$70,000 l. At 100% provides \$75,000 <p><i>Only one may be awarded. Calculation of this bonus excludes any exhibition and/or non-NCAA Division 1 games. Assumes affiliation with the Mountain West Conference. Any change in conference affiliation or in conference membership may require adjustment to reflect the appropriate level of competition. Adjustment will be based upon RPI conference rankings.</i></p> <p>5) Mountain West Conference Achievement</p> <ul style="list-style-type: none"> a. Regular season co-champion provides \$35,000 b. Regular season champion provides \$50,000 c. Mountain West Tournament Championship provides \$20,000 <p><i>Only one may be awarded. Assumes affiliation with MWC membership. Any change in conference affiliation or in conference membership may require adjustment to reflect the appropriate level of competition. Adjustment will be based upon RPI conference rankings.</i></p> <p>6) Participation and Advancement in NCAA Tournament</p> <ul style="list-style-type: none"> a. Participation in the "First Four" provides \$25,000 b. Participation in the First Round provides \$35,000 c. Advancement to the Second Round provides \$50,000 d. Advancement to the "Sweet Sixteen" provides \$75,000 e. Advancement to the "Elite Eight" provides \$100,000 f. Advancement to the "Final Four" provides \$150,000 g. Advancement to the National Championship provides \$200,000 h. National Championship provides \$250,000 <p><i>Only one may be awarded.</i></p> <p>7) Post-Season NIT Participation</p> <ul style="list-style-type: none"> a. Participation provides \$15,000 b. Advancement to the "Final Four" provides \$20,000 c. NIT Championship provides \$30,000 <p><i>Only one may be awarded.</i></p> <p>8) Final National Rankings</p> <ul style="list-style-type: none"> a. Top 25 ranking provides \$10,000 b. Top 10 ranking provides \$ 20,000 <p><i>USA Today Coaches' Poll and/or Associated Press Poll. Only one may be awarded.</i></p> <p>9) Individual Honors</p> <ul style="list-style-type: none"> a. Affiliated Conference Coach of the Year award provides \$10,000 b. NAAC Regional Coach of the Year award provides \$10,000 c. NAAC National Coach of the Year award provides \$20,000 <p><i>Only one NAAC Coach of the Year bonus will be provided.</i></p>
Steve Alford	Nevada	\$ 1,150,000	<p>5.6.a. Media and Public Appearances</p> <p>In consideration for Company's procurement of Employee's satisfactory, as evaluated in the Athletic Director's sole discretion, media and public/donor appearances (the "Appearances") scheduled by the University (on and off season) of no less than 10 radio appearances, 10 television/internet appearances, 5 public/donor appearances and 1 Adidas-sponsored appearance and 1 Adidas-sponsored online/social network appearance per fiscal year the University shall pay Company the following amounts per fiscal year, except as stated below for Year 1 and Year 10, not subject to COLA, retirement contributions or retirement deductions ("Media and Public Appearance Fee"), only for so long as the Employee is serving as Head Coach of the Program.</p> <p>Year 1 (Effective Date -June 30, 2020) - \$100,000 (for the approximate 72-week period)</p> <p>Year 2 (July 1, 2020-June 30, 2021) - \$100,000</p> <p>Year 3 (July 1, 2021- June 30, 2022) - \$425,000</p> <p>Year 4 (July 1, 2022- June 30, 2023)- \$450,000</p> <p>Year 5 (July 1, 2023-June 30, 2024) - \$475,000</p> <p>Year 6 (July 1, 2024- June 30, 2025) - \$500,000</p> <p>Year 7 (July 1, 2025-June 30, 2026) - \$525,000</p> <p>Year 8 (July 1, 2026- June 30, 2027) - \$550,000</p> <p>Year 9 (July 1, 2027- June 30, 2028) - \$575,000</p> <p>Year 10 (July 1, 2028-April 30, 2029) - \$600,000 (for the 10-month period)</p> <p>In exchange for the grant of rights by Company contained in Section 4.2.d, University shall pay Company the following amounts per fiscal year, except as stated below for Year 1 and Year 10, not subject to COLA, retirement contributions or retirement deductions (the "Name, Image, and Likeness Fee"), only for so long as the Employee is serving as Head Coach of the Program:</p> <p>Year 1 (Effective Date -June 30, 2020 - \$100,000 (for the approximate 72-week period)</p> <p>Year 2 (July 1, 2020-June 30, 2021) - \$100,000</p> <p>Year 3 (July 1, 2021- June 30, 2022) - \$425,000</p> <p>Year 4 (July 1, 2022- June 30, 2023)- \$450,000</p> <p>Year 5 (July 1, 2023-June 30, 2024) - \$475,000</p> <p>Year 6 (July 1, 2024- June 30, 2025) - \$500,000</p> <p>Year 7 (July 1, 2025-June 30, 2026) - \$525,000</p> <p>Year 8 (July 1, 2026- June 30, 2027) - \$550,000</p> <p>Year 9 (July 1, 2027- June 30, 2028) - \$575,000</p> <p>Year 10 (July 1, 2028-April 30, 2029) - \$600,000 (for the 10 month period)</p>

**Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference**

Richard Pitino	New Mexico	\$ 77,500	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #cccccc;">Incentive Salary</th> </tr> </thead> <tbody> <tr> <td style="width: 30%; vertical-align: top;"> <p>Incentive Salary: Coach is eligible for incentive payments according to these categories of achievement. Final agreement on the amount of incentive payments and metrics used to measure performance will be included in the parties' integrated employment agreement.</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> a. Mountain West Conference Achievement <ul style="list-style-type: none"> i. Regular Season Champion ii. Mountain West Conference Championship b. NCAA Championship Achievement <ul style="list-style-type: none"> i. NCAA Championship Tournament At-Large Bid ii. Progress to Round of 32 iii. Progress to Sweet 16 iv. Progress to Elite Eight v. Progress to Final Four vi. NCAA National Championship Victory c. Coaching Recognition <ul style="list-style-type: none"> i. Mountain West Coach of the Year d. Student Athlete Academic Performance <ul style="list-style-type: none"> i. Men's Basketball Team Single year Academic Performance Rating ii. Academic Completion Rate </td> </tr> </tbody> </table>	Incentive Salary		<p>Incentive Salary: Coach is eligible for incentive payments according to these categories of achievement. Final agreement on the amount of incentive payments and metrics used to measure performance will be included in the parties' integrated employment agreement.</p>	<ul style="list-style-type: none"> a. Mountain West Conference Achievement <ul style="list-style-type: none"> i. Regular Season Champion ii. Mountain West Conference Championship b. NCAA Championship Achievement <ul style="list-style-type: none"> i. NCAA Championship Tournament At-Large Bid ii. Progress to Round of 32 iii. Progress to Sweet 16 iv. Progress to Elite Eight v. Progress to Final Four vi. NCAA National Championship Victory c. Coaching Recognition <ul style="list-style-type: none"> i. Mountain West Coach of the Year d. Student Athlete Academic Performance <ul style="list-style-type: none"> i. Men's Basketball Team Single year Academic Performance Rating ii. Academic Completion Rate
Incentive Salary							
<p>Incentive Salary: Coach is eligible for incentive payments according to these categories of achievement. Final agreement on the amount of incentive payments and metrics used to measure performance will be included in the parties' integrated employment agreement.</p>	<ul style="list-style-type: none"> a. Mountain West Conference Achievement <ul style="list-style-type: none"> i. Regular Season Champion ii. Mountain West Conference Championship b. NCAA Championship Achievement <ul style="list-style-type: none"> i. NCAA Championship Tournament At-Large Bid ii. Progress to Round of 32 iii. Progress to Sweet 16 iv. Progress to Elite Eight v. Progress to Final Four vi. NCAA National Championship Victory c. Coaching Recognition <ul style="list-style-type: none"> i. Mountain West Coach of the Year d. Student Athlete Academic Performance <ul style="list-style-type: none"> i. Men's Basketball Team Single year Academic Performance Rating ii. Academic Completion Rate 						
Brian Dutcher	San Diego State	\$ 1,180,000	<p>5. Section 5.01 (b) Incentive Compensation of the Appointment Letter is amended to delete the existing criteria and to replace with below criteria.</p> <ul style="list-style-type: none"> a. Mountain West Conference (or successor or substitute conference) Regular Season (includes co-championship) or Conference Championship—\$50,000 b. NCAA Tournament – highest of below <ul style="list-style-type: none"> i. Appearance (includes First Four)—\$25,000 ii. Final Four Appearance—\$75,000 iii. Championship Game Appearance—\$100,000 c. NCAA Tournament games played after the 1st game—\$10,000 (max of \$50,000) d. NIT Tournament-highest of below <ul style="list-style-type: none"> i. Appearance—\$10,000 ii. Final Four Appearance—\$20,000 iii. Championship Game Appearance—\$25,000 e. Final Ranking in Top 15 in USA Today Coaches Poll or AP Poll—\$25,000 f. Final Ranking in Top 16-25 in USA Today Coaches Poll or AP Poll—\$10,000 g. Mountain West Conference Coach of Year (or successor or substitute conference)—\$15,000 h. National Coach of Year—\$50,000 i. Team cumulative GPA-highest of below <ul style="list-style-type: none"> i. Above 2.80—\$10,000 ii. Above 2.90—\$25,000 j. APR (Four-year trailing average)-highest of below <ul style="list-style-type: none"> i. Above 950—\$10,000 ii. Above 969—\$25,000 k. Win over basketball team which is member of Power 5 Conference. Current Power 5 Conferences are defined as Atlantic Coast Conference, Big Ten Conference, Big 12 Conference, Pacific-12 Conference, and Southeastern Conference. May receive multiple awards.—\$5,000 per win l. Wins over Top 25 Teams. Teams must be ranked in the USA Today or AP poll at the time of victory—\$5,000 per occurrence. May receive multiple awards. m. Individual student-athlete is named to 1st team All-American (AP, USBWA, NABC or Sporting News) or receive the John Wooden Award. Eligible for one award per year.—\$10,000. 				
Tim Miles	San Jose State	\$ 700,008					

**Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference**

Kevin Kruger	UNLV	\$ 750,000	<p>Beginning in the second year of the employment contract, for each year that the Program's single year APR is at the level required by Paragraph 4.2.c.8, the University shall pay the Employee, as additional compensation, the additional amounts set forth below for the Program's achievement of the following:</p> <p>Athletic Performance:</p> <ul style="list-style-type: none"> a. For winning or tying the Conference Regular Season Championship: \$25,000. b. For winning the Conference Tournament Championship: \$25,000. c. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: \$10,000. d. For receiving the National Coach of the Year Award: \$25,000. e. In the NCAA Tournament: <ul style="list-style-type: none"> i. Earning an NCAA at-large tournament berth (i.e. not by winning the conference tournament) \$25,000. ii. For the team advancing in each round: \$10,000. iii. For the team playing in the Final Four: \$50,000. iv. For the team winning the NCAA Championship: \$100,000. f. In the NIT Post Season Tournament: <ul style="list-style-type: none"> i. Earning an NIT at-large tournament berth (i.e. not by winning the conference regular season) \$15,000. ii. For the team winning the NIT Championship: \$25,000. <p>Beginning in the 2021-2022 academic year, as additional compensation for Academic Performance, an amount as follows:</p> <ul style="list-style-type: none"> a. For achieving an APR score of 980, at the conclusion of each academic year, the Employee will receive (in the immediate proceeding year): \$5,000. 																																		
Richard Pitino	Utah State	\$ 800,000	<table border="1"> <thead> <tr> <th>Achievement</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Team maintains a multi-year Academic Progress Rate (APR) of 952 Note: The APR report is published annually. This incentive compensation may be paid annually and will be triggered upon the publication of the multi-year APR of 952 or greater.</td> <td>\$10,000</td> </tr> <tr> <td>Team wins the NCAA Tournament National Championship</td> <td>\$100,000</td> </tr> <tr> <td>Team qualifies as a Final Four Participant</td> <td>\$50,000</td> </tr> <tr> <td>Each NCAA Tournament Game win (including a First Four Game but excluding the National Championship Game) Note: each NCAA Tournament win, except the Championship Game, will qualify Coach for a \$20,000 incentive payment.</td> <td>\$20,000</td> </tr> <tr> <td>Team granted an at-large NCAA Tournament Bid</td> <td>\$20,000</td> </tr> <tr> <td>Team wins the National Invitation Tournament Championship</td> <td>\$10,000</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Team invited to the National Invitation Tournament</td> <td>\$10,000</td> </tr> <tr> <td>Team wins the Conference Tournament Championship</td> <td>\$25,000</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Team wins the regular-season Conference Championship (either outright Champion or Co-Champion)</td> <td>\$15,000</td> </tr> <tr> <td>Team is ranked (Associated Press Poll) at the end of a season in the: Top 10 Top 20 Top 25</td> <td>\$50,000 \$25,000 \$10,000</td> </tr> <tr> <td>Note: This category of supplemental compensation is mutually exclusive, meaning that only one amount will be paid if the Team is ranked within the Top 25 (e.g., If the team was ranked as 14, then \$25,000 would be awarded; NOT \$25,000 for the Top 20 AND \$10,000 for the Top 25).</td> <td> </td> </tr> <tr> <td>Coach is selected as the "Conference Coach of the Year" by the Conference as voted by the Conference coaches</td> <td>\$10,000</td> </tr> <tr> <td>Coach is selected as the national "Coach of the Year" by the Associated Press, the Atlanta Tipoff Club (Naismith College Coach of the Year), or the National Association of Basketball Coaches (NABC)</td> <td>\$25,000</td> </tr> <tr> <td>Team wins a rival game against BYU and/or University of Utah</td> <td>\$5,000 each</td> </tr> </tbody> </table>	Achievement	Amount	Team maintains a multi-year Academic Progress Rate (APR) of 952 Note: The APR report is published annually. This incentive compensation may be paid annually and will be triggered upon the publication of the multi-year APR of 952 or greater.	\$10,000	Team wins the NCAA Tournament National Championship	\$100,000	Team qualifies as a Final Four Participant	\$50,000	Each NCAA Tournament Game win (including a First Four Game but excluding the National Championship Game) Note: each NCAA Tournament win, except the Championship Game, will qualify Coach for a \$20,000 incentive payment.	\$20,000	Team granted an at-large NCAA Tournament Bid	\$20,000	Team wins the National Invitation Tournament Championship	\$10,000			Team invited to the National Invitation Tournament	\$10,000	Team wins the Conference Tournament Championship	\$25,000			Team wins the regular-season Conference Championship (either outright Champion or Co-Champion)	\$15,000	Team is ranked (Associated Press Poll) at the end of a season in the: Top 10 Top 20 Top 25	\$50,000 \$25,000 \$10,000	Note: This category of supplemental compensation is mutually exclusive, meaning that only one amount will be paid if the Team is ranked within the Top 25 (e.g., If the team was ranked as 14, then \$25,000 would be awarded; NOT \$25,000 for the Top 20 AND \$10,000 for the Top 25).		Coach is selected as the "Conference Coach of the Year" by the Conference as voted by the Conference coaches	\$10,000	Coach is selected as the national "Coach of the Year" by the Associated Press, the Atlanta Tipoff Club (Naismith College Coach of the Year), or the National Association of Basketball Coaches (NABC)	\$25,000	Team wins a rival game against BYU and/or University of Utah	\$5,000 each
Achievement	Amount																																				
Team maintains a multi-year Academic Progress Rate (APR) of 952 Note: The APR report is published annually. This incentive compensation may be paid annually and will be triggered upon the publication of the multi-year APR of 952 or greater.	\$10,000																																				
Team wins the NCAA Tournament National Championship	\$100,000																																				
Team qualifies as a Final Four Participant	\$50,000																																				
Each NCAA Tournament Game win (including a First Four Game but excluding the National Championship Game) Note: each NCAA Tournament win, except the Championship Game, will qualify Coach for a \$20,000 incentive payment.	\$20,000																																				
Team granted an at-large NCAA Tournament Bid	\$20,000																																				
Team wins the National Invitation Tournament Championship	\$10,000																																				
Team invited to the National Invitation Tournament	\$10,000																																				
Team wins the Conference Tournament Championship	\$25,000																																				
Team wins the regular-season Conference Championship (either outright Champion or Co-Champion)	\$15,000																																				
Team is ranked (Associated Press Poll) at the end of a season in the: Top 10 Top 20 Top 25	\$50,000 \$25,000 \$10,000																																				
Note: This category of supplemental compensation is mutually exclusive, meaning that only one amount will be paid if the Team is ranked within the Top 25 (e.g., If the team was ranked as 14, then \$25,000 would be awarded; NOT \$25,000 for the Top 20 AND \$10,000 for the Top 25).																																					
Coach is selected as the "Conference Coach of the Year" by the Conference as voted by the Conference coaches	\$10,000																																				
Coach is selected as the national "Coach of the Year" by the Associated Press, the Atlanta Tipoff Club (Naismith College Coach of the Year), or the National Association of Basketball Coaches (NABC)	\$25,000																																				
Team wins a rival game against BYU and/or University of Utah	\$5,000 each																																				

**Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference**

<p>Jeff Linder</p>	<p>Wyoming</p>	<p>\$ 497,000</p>	<p>c. Academic Progress Rate (APR) Achievement Award: Employee shall receive \$5,000 for each year in which the most recent single-year (annual) APR score for men's basketball is between 940 and 985 as reported on the official NCAA APR Report. Employee shall receive \$10,000 for each year in which the most recent single-year (annual) APR score for men's basketball is between 985 and 999 as reported on the official NCAA APR Report. Employee shall receive \$15,000 for each year in which the most recent single-year (annual) APR score for men's basketball is 1,000 as reported on the official NCAA APR Report.</p> <p>Thus, the following incentives are feasible:</p> <table border="0"> <tr> <td>• Men's basketball does not earn a 940 or above</td> <td>\$0</td> </tr> <tr> <td>• Men's basketball earns between a 940-985</td> <td>\$5,000</td> </tr> <tr> <td>• Men's basketball earns between a 985-999</td> <td>\$10,000</td> </tr> <tr> <td>• Men's basketball earns 1,000</td> <td>\$15,000</td> </tr> </table> <p>Any incentive compensation for achieving the Academic Progress Rate (APR) Achievement Award that is earned by Employee will be paid to Employee by the University within thirty (30) days following the release of the official NCAA APR Report.</p> <p>d. GPA Achievement Award: GPA Rates (Not cumulative)</p> <table border="0"> <tr> <td>1. Cumulative team GPA greater than or equal to a 3.0</td> <td>\$30,000</td> </tr> <tr> <td>2. Cumulative team GPA between a 2.8 and 2.99</td> <td>\$20,000</td> </tr> <tr> <td>3. Cumulative team GPA below a 2.80</td> <td>\$0</td> </tr> </table> <p>For purposes of this incentive the following provisions apply:</p> <p>e. Exceptional Achievement Incentives: (Compensation levels are cumulative)</p> <ul style="list-style-type: none"> • Mountain West Conference Champion \$25,000 <ul style="list-style-type: none"> o Provided by the Cowboy Joe Club per its Bylaws and /or by approval vote of the Cowboy Joe Club Board of Directors • Mountain West Conference Tournament Champion \$25,000 <ul style="list-style-type: none"> o Provided by the Cowboy Joe Club per its Bylaws and /or by approval vote of the Cowboy Joe Club Board of Directors • Mountain West Conference Coach of the Year \$10,000 <ul style="list-style-type: none"> o Provided by the Cowboy Joe Club per its Bylaws and /or by approval vote of the Cowboy Joe Club Board of Directors <p>f. Conference Victory Incentives: Employee will receive \$2,000 for each conference victory above 10 conference games. For example, if the Employee wins 13 conference games he will receive \$6,000 (\$2,000 for the 11th conference victory, \$2,000 for the 12th conference victory and \$2,000 for the 13th conference victory). The conference tournament is excluded for the purpose of this incentive (i.e., the Employee will not be eligible for the \$2,000 incentive for victories in the conference tournament).</p> <p>g. Post-Season Incentives:</p> <ul style="list-style-type: none"> • NCAA Tournament Appearance Incentive – 1 Month Base Salary (for Employee and 3 Assistants) • NIT Appearance Initiative - \$10,000 <p>NOTE: The above Post-Season Incentive Fees are provided by the Cowboy Joe Club per its Bylaws and /or by approval vote of the Cowboy Joe Club Board of Directors.</p> <p>h. Ticket Revenue Incentives: (Compensation levels are not cumulative)</p> <table border="0"> <tr> <td>• Less than \$650,000</td> <td>\$0</td> </tr> <tr> <td>• \$650,000 - \$749,999</td> <td>\$10,000</td> </tr> <tr> <td>• \$750,000 - \$849,999</td> <td>\$20,000</td> </tr> <tr> <td>• \$850,000 - \$949,999</td> <td>\$30,000</td> </tr> <tr> <td>• \$950,000 - \$999,999</td> <td>\$40,000</td> </tr> <tr> <td>• \$1,000,000 or more</td> <td>\$50,000</td> </tr> </table> <p>NOTE: The above Ticket Revenue Incentive Fees are based upon net ticket revenue (i.e., season and single game sales minus sales tax). Furthermore, for purpose of this incentive, any ticket sales for post-season events are excluded.</p> <p>i. Scheduling Incentive: Employee will receive \$10,000 for scheduling an opponent whose NET was in the Top 100 the year before. The opponent must be mutually agreed upon by the Employee and the Director of Athletics.</p>	• Men's basketball does not earn a 940 or above	\$0	• Men's basketball earns between a 940-985	\$5,000	• Men's basketball earns between a 985-999	\$10,000	• Men's basketball earns 1,000	\$15,000	1. Cumulative team GPA greater than or equal to a 3.0	\$30,000	2. Cumulative team GPA between a 2.8 and 2.99	\$20,000	3. Cumulative team GPA below a 2.80	\$0	• Less than \$650,000	\$0	• \$650,000 - \$749,999	\$10,000	• \$750,000 - \$849,999	\$20,000	• \$850,000 - \$949,999	\$30,000	• \$950,000 - \$999,999	\$40,000	• \$1,000,000 or more	\$50,000
• Men's basketball does not earn a 940 or above	\$0																												
• Men's basketball earns between a 940-985	\$5,000																												
• Men's basketball earns between a 985-999	\$10,000																												
• Men's basketball earns 1,000	\$15,000																												
1. Cumulative team GPA greater than or equal to a 3.0	\$30,000																												
2. Cumulative team GPA between a 2.8 and 2.99	\$20,000																												
3. Cumulative team GPA below a 2.80	\$0																												
• Less than \$650,000	\$0																												
• \$650,000 - \$749,999	\$10,000																												
• \$750,000 - \$849,999	\$20,000																												
• \$850,000 - \$949,999	\$30,000																												
• \$950,000 - \$999,999	\$40,000																												
• \$1,000,000 or more	\$50,000																												

Coach Leon Rice Maximum Compensation Calculation - 2022-2027

		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1a	Annual Base Salary	\$ 900,000	\$ 950,000	\$ 1,000,000	\$ 1,050,000	\$ 1,100,000
3.2.1	Additional Pay based on Performance	\$ 252,000	\$ 266,000	\$ 280,000	\$ 294,000	\$ 308,000
3.2.2	Additional Pay based on Academic Achievement	\$ 54,000	\$ 57,000	\$ 60,000	\$ 63,000	\$ 66,000
	Total Maximum potential annual compensation under Employment Agreement	\$ 1,206,000	\$ 1,273,000	\$ 1,340,000	\$ 1,407,000	\$ 1,474,000

BOISE STATE UNIVERSITY

Men's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2017-18	2018-19	2019-20	2020-21
Men's Basketball	1000	940	1000	941*
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>50-60</i>	<i>90-100</i>	<i>50-60</i>

MULTI-YEAR (4-Year Rolling Average)

Men's Basketball	985	985	995	970
-------------------------	------------	------------	------------	------------

REPORT YEAR

Raw Score for single year

Percentile Rank for Sport

* public release June 2022

Coach	School	Length of	2021-22	Liquidated	Type of L.D. Clause	Coach Responsibility	University Responsibility	Source of Information Outside of
Joe Scott	Air Force					N/A		
Leon Rice	Boise State	5 years (4/1/22)	\$ 900,000	Yes	Tied to years in contract	See Contract	See Contract	
Niko Medved	Colorado State	7 years (4/1/22-6/30/29)	\$ 1,100,000	Yes	Sliding Scale	If Medved were to terminate the contract — leave for another job, for instance — he would owe 33% of the remaining base salary at the time of his departure.	If CSU terminated the contract for convenience, Medved would be owed 100% of the remaining base salary. The amount owed by CSU could be reduced by Medved finding another coaching job.	https://www.coloradoan.com/story/sports/csu/mens-basketball/2022/03/13/where-niko-medved-salary-ranks-among-mountain-west-basketball-coaches/7031278001/
Justin Hutson	Fresno State	6 years (4/5/18-4/30/24)	\$ 816,439	Yes	Tied to years in contract	a) If the Employee resigns his position before April 30, 2019, Employee will pay the Fresno State Athletic Corporation ("Athletic Corporation") an early departure fee of \$250,000 within 30 days of the effective date of the resignation. b) If the Employee resigns his position after April 30, 2019 and before May 1, 2020, Employee will pay the Athletic Corporation an early departure fee of \$200,000 within 30 days of the effective date of the resignation. c) If the Employee resigns his position after April 30, 2020 and before May 1, 2021, Employee will pay the Athletic Corporation an early departure fee of \$150,000 within 30 days of the effective date of the resignation. d) If the Employee resigns his position after April 30, 2021, Employee shall not be required to pay the University an early departure fee.	3.02 Non-Retention. The MPP defined in Article 2.2 of Title 5 is an integrated personnel system addressing employment rights, benefits and conditions for employees designated as "management" or "supervisory" under HEERA (Higher Education Employee-Employer Relations Act). Under the MPP, California State University, Fresno reserves the right to non-retain Employee from employment at any time without cause prior to the completion of the term of appointment. If Employee is non-retained under this paragraph, Employee will be paid eighty percent (80%) of the total base salary as described in Article V, Section 5.01 in the form of monthly installments of \$33,333.33 for the remainder of the term described in Article III, Section 3.01 above, provided however that, if and to the extent that Employee accepts comparable professional employment after termination of employment, any earnings from that employment will be offset against and reduce the monies owed by Fresno State under this section. For purposes of this Section 3.02, "comparable employment" shall mean employment as a head or assistant men's coach at either collegiate or professional level, employment or consulting in the sports broadcasting industry, or consulting with any collegiate or professional men's basketball team or organization. Apart from any payment that might be owing under this Section, (or any other explicit section of any	
Steve Alford	Nevada	10 years (4/11/19-4/30/29)	\$ 1,200,000	Yes	Tied to years in contract	Alford pays \$8 million if he breaks the deal in his first season, \$6 million in year two, \$4 million in year three and so forth	Full salary guaranteed contract	https://nevadasportsnet.com/news/reporters/steve-alfords-contract-at-nevada-will-pay-him-116-million-over-10-years
Richard Pitino	New Mexico	6 years (4/1/21)	\$ 800,000	Yes	Tied to years in contract	#####	If UNM fires Pitino. Mirrors the figures if Pitino were to leave.	https://www.abqjournal.com/2431419
Brian Dutcher	San Diego State	6 years (4/1/2020-6/30/26)	\$ 1,180,000	Yes	Tied to years in contract	7.04 Early Termination by Coach. In the event that Employee voluntarily terminates his employment from the position of Head Coach with the University, this contract will be terminated, and the Employee will have the following buyout obligations payable to the University upon separation: 6. Section 7.04 of the Appointment Letter is amended to indicate that Coach will have the following buyout obligations payable to the University upon separation. a. Before June 30, 2021: \$6,925,000 b. Before June 30, 2022: \$5,745,000 c. Before June 30, 2023: \$4,415,000 d. Before June 30, 2024: \$3,010,000 e. Before June 30, 2025: \$1,530,000 f. After July 1, 2025: \$0 g. Should Employee accept head coaching position at the University of Minnesota, Twin Cities before June 30, 2025 then buyout obligation shall be \$1,000,000.	3.02 Non-Retention. The MPP defined in Article 2.2 of Title 5 is an integrated personnel system addressing employment rights, benefits and conditions for employees designated as "management" or "supervisory" under HEERA (Higher Education Employee-Employer Relations Act). Under the MPP, San Diego State University reserves the right to non-retain Employee from employment at any time without cause prior to the completion of the term of appointment. If Employee is non-retained under this paragraph, Employee will be paid 100% percent of the total Base Salary and Supplemental Base Compensation remaining due to Employee through the end date of this appointment, unless Employee accepts comparable basketball-related professional employment. If such comparable employment is obtained, any earnings through this other basketball-related employment will offset and be deducted from the payment owed through non-retention under this paragraph. The payment owed as a result of non-retention will be paid in its entirety by the San Diego State University Research Foundation and will be payable bi-monthly as non-taxable fringe benefits through the remaining term of this Appointment Letter. Apart from the payment described in this paragraph that is owed as a result of non-retention, this appointment and all obligations of San Diego State University and the San Diego State University Research Foundation shall terminate upon non-retention.	
Tim Miles	San Jose State	5 years	\$ 700,008	NA	Tied to years in contract	In the event the Employee negotiates employment at another organization prior to the expiration of this appointment, Employee agrees to pay the University a buy-out settlement as follows: If Employee leaves between the time period of August 2017 and April 30, 2018, the Employee will pay \$400,000; if Employee leaves between May 1, 2018 and April 30, 2019, the Employee will pay \$350,000; if Employee leaves between May 1, 2019 and April 30, 2020, the Employee will pay \$250,000; if Employee leaves between May 1, 2020 and April 30, 2021, the Employee will pay \$150,000; if Employee leaves between May 1, 2021 and April 30, 2022, the Employee will pay zero. In all such circumstances, Employee shall also waive any claims for payments from the University or the Tower Foundation remaining under the terms of this appointment.	3.02 Non-Retention. The MPP defined in Article 2.2 of Title 5 is an integrated personnel system addressing employment rights, benefits and conditions for employees designated as "management" or "supervisory" under HEERA (Higher Education Employee-Employer Relations Act). Under the MPP, San Jose State University reserves the right to non-retain Employee from employment at any time without cause prior to the completion of the term of appointment. If Employee is non-retained under this paragraph during years one through four, Employee will be paid 100 percent of the total base salary and supplemental compensation remaining due to Employee through year four of this appointment (April 30, 2021). If the Employee is non-retained during year five of this appointment (May 1, 2021 - April 30, 2022), Employee will be paid 50 percent of the total base salary and supplemental compensation remaining due to Employee for year five of this appointment (May 1, 2021 - April 30, 2022), excluding the vehicle allowance, minus appropriate tax deductions, for the remainder of the term described in Article 3.01. If the appointment has been extended for one year pursuant to Section 3.01 and the Employee is non-retained during year six of this appointment (May 1, 2022 - April 30, 2023), Employee will be paid 50 percent of the total base salary and supplemental compensation remaining due to Employee for year six of this appointment (May 1, 2022 - April 30, 2023), excluding the vehicle allowance, minus appropriate tax deductions, for the remainder of the term described in Article 3.01. Provided, however, that if and to the extent that Employee accepts comparable professional employment, any earnings from that employment during the term will be offset against and reduce the monies owed under this Article. The payment owed as a result of non-retention will be paid solely by the Tower Foundation. Apart from the payment described in this paragraph that is owed as a result of non-retention, this appointment and all obligations of San Jose State University and the Tower Foundation shall terminate upon non-retention. If Employee is non-retained, he ceases to be an employee of San Jose State University and all rights related to such employment, including but not limited to membership in Cal PERs, immediately terminate. For purposes of this Article 3.02, "comparable professional employment" shall mean employment as head or assistant men's basketball coach at either the high school, collegiate or professional level, employment or consulting in the sports broadcasting industry, or consulting with any collegiate or professional men's basketball team or organization.	https://www.inform.com/sports/bison-media-zone/mens-sports/mcfeely-blog-ex-bison-coach-miles-making-300-000-more-than-predecessor-at-san-jose-state
Kevin Krueer	UNLV	5 years	\$ 750,000	NA	Tied to years in contract	If a school wants to coach Krueer after the 2021-22 season they would have to pay UNLV \$3.85	If University fires Krueer: Pavout mirrors the figures if Krueer were to leave.	https://lasveassun.com/news/2021/m
Ryan Odom	Utah State	5 years (4/6/21-3/31/26)	\$ 800,000	Yes	Tied to years in contract	7.2. Termination by Coach. Subject to the terms of this Agreement, Coach may terminate this Agreement for convenience (also commonly referred to as a without cause basis). In the event Coach terminates this Agreement for convenience during Year 1 or Year 2, as defined herein, Coach will be responsible to pay, or cause a third party to pay, liquidated damages in the amount of fifty percent (50%) of the Cumulative Remaining Salary, as defined in Section 7.1. If Coach terminates this Agreement for convenience, then (a) USU will not be obligated to pay any amounts, benefits, or damages to Coach other than Base Annual Salary, Incentive Compensation and/or benefits earned, due, vested or accrued PRIOR to the date of termination under this section; and (b) Coach shall not be entitled to receive any further compensation or benefits under this Agreement which have not been earned as of the date of termination.	In the event USU terminates this Agreement for convenience during the Term, including any extension thereof, USU will be responsible to pay liquidated damages in the amount of seventy-five percent (75%) of the "Cumulative Remaining Salary" which is the prorated amount of the total of the Base Annual Salary and Media Compensation remaining in the Term that would have been due to Coach, had the Agreement not been terminated. The Cumulative Remaining Salary specifically excludes all other forms of compensation, including, but not limited to, the value of any USU benefits (health, retirement, life insurance, etc.), vehicle access, unachieved incentive compensation, youth sports camps, etc., except compensation and benefits of any kind that were earned, due, vested or accrued prior to the effective date of termination. If USU terminates this Agreement for convenience, USU will not be obligated to pay any other amounts, benefits, or damages to Coach other than the liquidated damages set forth in this Section 7.1. Coach agrees that such liquidated damages shall fully compensate Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind) and Coach shall not be entitled to any further compensation and benefits under this Agreement.	

Jeff Linder	Wyoming	5 years (3/16/20-4/30/25)	\$ 497,000	Yes	Tied to years in contract	<p>B. In the event Employee terminates this Agreement to accept employment in intercollegiate or professional athletics, Employee shall owe the University liquidated damages in an amount equal to the Base Salary for each of the remaining years of the Agreement (the "University Liquidated Damages") unless the Employee accepts a Head Men's Basketball Coach position at another Mountain West Conference institution. Should that occur (i.e., the Employee accepts a Head Men's Basketball Coach position at another Mountain West Conference institution), the Employee shall owe the University liquidated damages in an amount equal to twice the Base Salary (i.e., Base Salary x 2 x remaining years) for each of the remaining years of the Agreement (the "University Liquidated Damages").</p> <p>The Athletic Director, with the concurrence of the President of the University, may waive or reduce the University Liquidated Damages if it is in the best interests of the University. All supplemental compensation, incentive supplements, awards, and any other additional compensation conferred by virtue of his University employment will terminate upon the date of separation of Employee from University, except to the extent such payments, award or benefits have been earned but not yet paid.</p>	<p>C. Excluding termination under Paragraph 11 a. through e., if in the judgment of the Director of Athletics, with the concurrence of the President of the University, the best interests of the University would be served by terminating Employee's appointment as Head Men's Basketball Coach prior to the ending date of this Agreement, such termination may be effected immediately. The University's liability for any damages or payments created by this appointment shall be limited to the sum of the remaining base salary including any base salary increases that may have occurred over the life of the Agreement to be paid annually, in a manner and method to be determined by the University. If Employee, after termination pursuant to this paragraph C, accepts another position in collegiate or professional athletics during the remainder of the agreement, the amount of damages owed by University shall be limited to the difference between the base salary owed by the University pursuant to this Paragraph and the base salary earned through new employment. If the Employee's new employment provides a greater base salary than the University base salary, the University's obligation to pay shall cease immediately upon the Employee's acceptance of the new position.</p> <p>At the time of termination from University employment, all supplemental salaries, incentive supplements and awards, and any other additional</p>	
-------------	---------	------------------------------	------------	-----	---------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

to years in contract

CONSENT
AUGUST 24, 2022

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year contract for Seton Sobolewski, Head Women's Basketball Coach

REFERENCE

June 2021

The Idaho State Board of Education (Board) approved a five-year employment agreement with Head Women's Basketball Coach Seton Sobolewski. Increased pay and incentives were approved at that time, following a Championship season.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

In June 2021, the Board approved a five-year employment contract with Seton Sobolewski as the Head Women's Basketball Coach for Idaho State University (ISU) terminating in May 2026. Coach Sobolewski has continued to lead ISU Women's Basketball to perform at an extremely high level academically, and athletically. Three times in the last five years the Women's Basketball Team has had a perfect APR of 1,000, including the most recent year of 1,000. The team GPA is a 3.71 with students performing in exemplary fashion across rigorous programs. This season Coach Seton Sobolewski was honored as Big Sky Conference Co-Coach of the Year for the second year in a row, led the team to the Big Sky Conference Regular Season Championship for the second time in a row, and earned a bid to the WNIT losing narrowly to Wyoming in the waning seconds. Idaho State University (ISU) requests approval to enter into a new five-year contract with Coach Sobolewski as Head Women's Basketball Coach as an effort to continue to retain a high performing coach who is central to the positive culture of ISU Athletics, and who repeatedly performs among the top three teams in the Big Sky Conference by extending the term of years and granting a salary increase which is equal to that dictated by the CEC allocation and formula at Idaho State University.

IMPACT

The new contract will be for five years, extending from 7/1/22 to 5/21/27. The previous salary of \$130,000 is increased to \$139,287.00 with incentives (unchanged from previous contract) as follows:

- 1/26 of annual salary for BSC Regular Season Championship
- 1/26 of annual salary for NCAA Tournament Berth
- \$4,000 for earning a Single Year APR of 985-999 or \$8,000 for earning a

**CONSENT
AUGUST 24, 2022**

Single Year APR of 1,000

- \$3,500 for achieving 18-19 NCAA DI Wins or \$5,000 for achieving 20 NCAA DI Wins
- NCAA Tournament Round Wins, 1st = \$3,000; 2nd = \$6,000; 3rd = \$9,000; 4th = \$12,000; 5th = \$15,000; 6th = \$18,000
- \$1,500 for each win in a WNIT appearance
- \$10,000 for participating in media, fundraising, and public appearances
- Annual increase of \$6,000.00 on July 1st for each year of the term

*All bonuses are contingent upon the ISU Women's Basketball team maintaining a multi-year APR Score of 950 or above

ATTACHMENTS

- Attachment 1 – Proposed Clean Contract
- Attachment 2 – Redline from Model
- Attachment 3 – Redline from Current Contract
- Attachment 4 – APR Summary
- Attachment 5 – Salary and Incentive Sheet
- Attachment 6 – Liquidated Damages Sheet
- Attachment 7 – Max Compensation Calculation

STAFF COMMENTS AND RECOMMENDATIONS

Information regarding the university's obligation to pay liquidated damages and how that compares to other institutions is included in the Attachment 6.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a five-year employment agreement with Seton Sobolewski, Head Women's Basketball Coach, commencing on July 1, 2022 and terminating on May 21, 2027, at a base salary of \$139,287 and supplemental compensation provisions, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

(MODEL ATHLETICS MULTI-YEAR CONTRACT)
(template adopted by Idaho State Board of Education, December, 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Seton Sobolewski (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Women's Basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Chief Executive Officer (Chief Executive Officer).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.8 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on July 1, 2021 and terminating, without further notice to Coach, on May 22, 2026 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$130,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief Executive Officer and approved by the Board;
- b) Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- d) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular-season conference champion or co-champion, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to 1/26th of Coach's Annual Salary

during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women’s Basketball Tournament berth, and if Coach continues to be employed as University’s head Women’s Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to 1/26th of Coach’s Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere, and the Team’s single-year APR national ranking based on attainment of the following levels:

<u>Single Year APR</u>	<u>Incentive Pay</u>
985-999	\$4,000.00
1000	\$8,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women’s Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women’s Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

3.2.5 Each year the Team advances in the NCAA Women’s Basketball Tournament, and if Coach continues to be employed as University’s head Women’s Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00
Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

3.2.6 Each year the Team advances in the WNIT Women’s Basketball Post-Season Tournament, and if Coach continues to be employed as the University’s head Women’s Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	32 Teams	1 st win	\$1,500.00
Round 2	16 Teams	2 nd win	\$1,500.00
Round 3	8 Teams	3 rd win	\$1,500.00
Round 4	4 Teams	4 th win	\$1,500.00
Round 5	2 Teams	5 th win	\$1,500.00

Possible bonus computation total for winning WNIT Women’s Basketball Post-Season Tournament: \$7,500.00

3.2.7 Coach shall receive the sum of \$10,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs, fundraising and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth women’s basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University’s camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University’s women’s basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach’s participation in the University’s summer women’s basketball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of employment as head

Women's Basketball coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

3.2.9 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head Women's Basketball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit B. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Women's Basketball conference of which the University is a member.

4.1.5 Coach is responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

4.1.6 Coach shall be responsible to ensure that institutional staff members as described in 4.1.5 complete the following specific compliance related activities:

- a) Attendance of Coach and Assistant Coaches at all rules education programs.
- b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus.
- c) Thorough, honest, and forthcoming completion of compliance forms.
- d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute

adequate cause for discipline up to and including dismissal or termination.

- e) The routine requesting of rules interpretations.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief Executive Officer.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's Chief Executive Officer for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's Chief Executive Officer whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties

prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-

athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first.

Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.

5.3.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: twenty thousand dollars (\$20,000.00). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated

damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party

or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University Handbook.

ARTICLE 6

6.1 Board Approval This Agreement shall not be effective unless approved by the Board and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the Board, the Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the <u>University</u> :	Director of Athletics 921 So. 8 th Ave. Stop 8173 Pocatello, ID 83209
with a copy to:	Kevin Satterlee, President 921 So. 8 th Ave. Stop 8310 Pocatello, ID 83209
Coach:	Seton Sobolewski Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University

Coach

Signature: _____
Printed Name: Kevin Satterlee
Chief Executive Officer
Date: _____

Signature: _____
Printed Name: Seton Sobolewski
Date: _____

Approved by the Idaho State Board of Education on the ____ day of _____, 20__.

[*Note: Multiyear employment agreements requiring Board approval are defined Board Policy II.H.]



Idaho State University

ATHLETICS MULTI-YEAR CONTRACT

~~[COACH NAME]~~, **SETON SOBOWLEWSKI**, HEAD COACH - ~~[SPORT]~~ **WOMEN'S BASKETBALL**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and ~~[LEGAL NAME OF COACH]~~ **SETON SOBOWLEWSKI** (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its ~~[INSERT SPORT/TEAM]~~ **Women's Basketball Team** (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.4. shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~[INSERT TERM OF YEARS 3 OR LESS]~~ **five (5) years**, commencing on ~~[INSERT COMMENCEMENT DATE]~~ **July 1, 2022** and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~ **May 21, 2027** unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of ~~\$(INSERT SALARY AMOUNT IN USD)\$~~\$139,287 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;
- ~~b)~~ Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- ~~ed)~~ The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach only in years when the following conditions are met: (1) ~~(INSERT CONDITIONS SUCH AS MINIMUM APR THRESHOLD)~~ and (2) the Team operates within the assigned and agreed upon [TEAM/SPORT]Women's Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the ~~(INSERT TRIGGER EVENT: BIG SKY CHAMP, COACH OF YEAR, ETC)~~regular season Conference Champion or Co-Champion, and if Coach continues to be employed as University's Head [INSERT TEAM/SPORT]Women's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to ~~(INSERT AMOUNT IN WEEKS)~~two (2)

weeks of Coach's Annual Salary during the fiscal year in which the ~~[TRIGGER EVENT]~~Championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2 [ADD OTHER SUPPLEMENTAL COMPENSATION CLAUSES AS APPROPRIATE, SUCH AS CONFERENCE CHAMPION, COACH OF THE YEAR, SELECTION TO NCAA TOURNAMENT, ETC]~~

3.2.2 Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berth, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to two (2) weeks of Coach's Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~[\$[INSERT USD AMOUNT]]~~\$8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate; grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; and the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above.

Up To:	[TEAM/SPORT Women's Basketball] APR Score:	_____ Incentive Pay
	970-979 _____	\$ [USD AMOUNT]
	980-989 _____	\$ [USD AMOUNT]
	990 985-999	\$ [USD AMOUNT] 4,000
	1000	\$ [USD AMOUNT] 8,000

~~3.2.43.2.4 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women's Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.~~

3.2.5 Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00
Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

3.2.6 Each year the Team advances in the WNIT Women’s Basketball Post-Season Tournament, and if Coach continues to be employed as the University’s head Women’s Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	32 Teams	1 st win	\$1,500.00
Round 2	16 Teams	2 nd win	\$1,500.00
Round 3	8 Teams	3 rd win	\$1,500.00
Round 4	4 Teams	4 th win	\$1,500.00
Round 5	2 Teams	5 th win	\$1,500.00

Possible bonus computation total for winning WNIT Women’s Basketball Post-Season Tournament: \$7,500.00

3.2.7 Coach shall receive the sum of \$10,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs, fundraising and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth [TEAM/SPORT]women’s basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University’s camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University’s [TEAM/SPORT]women’s basketball Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach’s participation in the University’s [TEAM/SPORT]women’s basketball camps, the University shall pay Coach and Coach’s designees according to the net proceeds generated by camps as supplemental compensation during each year of employment as head [TEAM/SPORT]women’s basketball coach at the University. This amount shall be paid from camp accounts and a detailed accounting of all revenue and expenses provided to the Director.

3.3 Apparel Agreement. Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas or another entity (hereinafter referred to as "Apparel Entity"), to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an Apparel Entity product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Apparel Entity, or give a lecture at an event sponsored in whole or in part by Apparel Entity, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Apparel Entity, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Apparel Entity, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps

to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's policies and procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the conference of which the University is a member.

4.1.5. Coach is responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

4.1.6. Coach shall be responsible to ensure that institutional staff members as described in 4.1.5 complete the following specific compliance related activities:

- a) Attendance of Coach and Assistant Coaches at all rules education programs;
- b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;
- c) Thorough, honest, and forthcoming completion of compliance forms;
- d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination; and
- e) The routine requesting of rules interpretations.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities

and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and University Marketing and Communications.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the President's Office whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of the President.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to any felony or a misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media and Fundraising Obligations. Coach must fully participate in media and fundraising programs and public appearances (Programs) through the term of this contract as requested by the Director or the Director's designee. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for these Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall

appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including in University policy.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the Director's consent;
- e) Any conduct of Coach that the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule or that would, in the University's judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

- h)** The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i)** A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j)** The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.
- k)** A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2 Termination of Coach for Convenience of University

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all

deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be a penalty.

5.3 Termination by Coach for Convenience

5.3.1 Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.

5.3.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: ~~[INSERT SUM]~~ twenty-five thousand dollars (\$25,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of an announcement to the Athletic Director of a future departure, a formal resignation, termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or

reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University Policies and Procedures.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No failure of the University to enforce a right of this Agreement shall constitute a waiver of that right. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental

regulations, or governmental controls; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10 Notices. Any notice under this Agreement shall be in physical or electronic writing and be delivered in person, by email to the official university email on file, or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
Pauline Thiros
Idaho State University
MS 8173
Pocatello, ID 83209

with a copy to: President
Kevin Satterlee
Idaho State University
MS 8310
Pocatello, ID 83209

Coach: ~~[INSERT COACH NAME AND CONTACT INFO]~~ Head Women's Basketball
Coach
Idaho State University
MS 8173
Pocatello, ID 83209

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day electronic delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University

Coach

Signature:_____

Printed Name: Kevin Satterlee

Idaho State University President

Date:_____

Signature:_____

Printed Name: ~~—[COACH—NAME]~~Seton

Sobolewski

Head Coach

~~[SPORT/TEAM]~~Idaho State Women's

Basketball

Date:_____



Idaho State University

~~(MODEL~~

ATHLETICS MULTI-YEAR CONTRACT}

~~(template adopted by Idaho State Board of Education, December, 2018)~~

SETON SOBOLEWSKI, HEAD COACH - WOMEN'S BASKETBALL

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY~~Idaho State University~~ (University), and ~~Seton Sobolewski~~SETON SOBOLEWSKI (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its ~~intercollegiate~~ Women's Basketball ~~team~~Team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's ~~Chief Executive Officer~~ ~~(Chief Executive Officer)~~President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. -The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.~~84~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on July 1, ~~2021~~2022 and terminating, without further notice to Coach, on May ~~22, 2026~~21, 2027 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. ~~Any renewal is subject to the prior approval of the Idaho State Board of Education (Board).~~ This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation:

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) ~~a)~~ a) An annual salary of \$~~130,000.00~~139,287 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and ~~Chief Executive Officer and approved by the Board~~President;
- b) ~~b)~~ b) Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- d) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the ~~Chief Executive Officer~~President, in the ~~Chief Executive Officer's~~President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the ~~Chief Executive Officer~~President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation: The potential supplemental compensation

described herein shall be available to Coach only in years when the following conditions are met: (1) the Team operates within the assigned and agreed upon Women’s Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the regular-~~season conference champion~~Conference Champion or ~~co-champion~~Co-Champion, and if Coach continues to be employed as University's ~~head~~Head Women’s Basketball ~~coach~~Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to ~~4/26th~~two (2) weeks of Coach’s Annual Salary during the fiscal year in which the ~~championship~~Championship is achieved.- The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2—Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women’s Basketball Tournament berth, and if Coach continues to be employed as University's head Women’s Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to ~~4/26th~~two (2) weeks of Coach's Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the ~~Chief Executive Officer~~President in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate; grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; and the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere, ~~and the Team’s single-year APR national ranking based on attainment of the following levels:~~

<u>Single Year APR</u>	<u>Incentive Pay</u>
<u>985-999</u>	<u>\$4,000.00</u>
<u>1000</u>	<u>\$8,000.00</u>

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above ~~and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.~~

<u>Women’s Basketball] APR Score:</u>	<u>Incentive Pay Up To:</u>
<u>985-999</u>	<u>\$ 4,000</u>

1000 \$ 8,000

3.2.4 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women’s Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women’s Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

3.2.5— Each year the Team advances in the NCAA Women’s Basketball Tournament, and if Coach continues to be employed as University’s head Women’s Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1 <u> </u>	64 Teams <u> </u>	1 st win <u> </u>	\$3,000.00
Round 2 <u> </u>	32 Teams <u> </u>	2 nd win <u> </u>	\$6,000.00
Round 3 <u> </u>	16 Teams <u> </u>	3 rd win <u> </u>	\$9,000.00
Round 4 <u> </u>	8 Teams <u> </u>	4 th win <u> </u>	\$12,000.00
Round 5 <u> </u>	4 Teams <u> </u>	5 th win <u> </u>	\$15,000.00
Round 6 <u> </u>	2 Teams <u> </u>	6 th win <u> </u>	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

 3.2.6 Each year the Team advances in the WNIT Women’s Basketball Post-Season Tournament, and if Coach continues to be employed as the University’s head Women’s Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

<u> </u>	<u> </u> Round 1	32 Teams	1 st win <u> </u>	\$1,500.00
<u> </u>	<u> </u> Round 2	16 Teams	2 nd win <u> </u>	\$1,500.00
<u> </u>	<u> </u> Round 3	8 Teams	3 rd win <u> </u>	\$1,500.00
<u> </u>	<u> </u> Round 4	4 Teams	4 th win <u> </u>	\$1,500.00
<u> </u>	<u> </u> Round 5	2 Teams	5 th win <u> </u>	\$1,500.00

Possible bonus computation total for winning WNIT Women's Basketball Post-Season Tournament: \$7,500.00

_____ 3.2.7— Coach shall receive the sum of \$10,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs, fundraising and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8— (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth women's basketball camps on its campus using University facilities. -The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. —Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's basketball ~~camps-~~ Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's ~~summer-~~ women's basketball camps, the University shall pay Coach ~~any and Coach's designees according to the net revenues resulting from the camp per year proceeds generated by camps~~ as supplemental compensation during each year of employment as head ~~Women's Basketball~~ women's basketball coach at the University. This amount shall be paid ~~within thirty (30) days after from camp accounts and a detailed accounting of all camp bills have been paid revenue and expenses provided to the Director.~~

3.2.9—3 Apparel Agreement. Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University ~~is negotiating or has entered into an agreement with Adidas~~ or another entity (hereinafter referred to as "Apparel Entity"), to supply the University with athletic footwear, apparel and/or equipment. - Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an AdidasApparel Entity product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—AdidasApparel Entity~~, or give a lecture at an event sponsored in whole or in part by AdidasApparel Entity, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head ~~Women's Basketball~~ football coach. In order to avoid entering into an agreement with a competitor of Adidas Apparel Entity, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. -Coach shall also report such outside income to the University in accordance with NCAA ~~rules-~~ Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including AdidasApparel Entity, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.34 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit B.~~ The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's ~~Handbook policies and procedures~~; (c) ~~University's Administrative Procedures Manual~~; ~~(d)~~ the policies of the Department; ~~(e)~~ NCAA rules and regulations; and ~~(f)~~ the rules and regulations of the ~~Women's Basketball~~ conference of which the University is a member.

~~4.1.54.1.5.~~ 4.1.5.1.5. Coach is responsible for the actions of all institutional staff ~~members who report,~~ members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.-

4.1.6. Coach shall be responsible to ensure that institutional staff ~~4.1.6~~ members as described in 4.1.5 complete the following specific compliance related activities:

- a) Attendance of Coach and Assistant Coaches at all rules education-
programs-;
- b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to-
the arrival of a student athlete on the ISU Campus-;
- c) Thorough, honest, and forthcoming completion of compliance-
forms-;
- d) The prompt and complete disclosure of circumstances or facts that-
may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination-; and
- e) The routine requesting of rules interpretations.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the ~~Chief Executive Officer~~President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and ~~the Chief Executive Officer~~University Marketing and Communications.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA -rules, Coach shall obtain prior written approval from the ~~University's Chief Executive Officer~~President for all athletically related income and benefits from sources outside the University -and shall report the source and amount of all such income and benefits to the ~~University's Chief Executive Officer~~President's Office whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person,

association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of ~~Chief Executive Officer and the Board~~the President.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. -Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to ~~any~~ any felony or a misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. -"Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media and Fundraising Obligations. Coach must fully participate in media and fundraising programs and public appearances (Programs) through the ~~date term~~ of this contract as requested by the ~~Team's last regular season~~ Director or ~~post-season competition~~ the Director's designee. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of the University are the property of the University.- The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for ~~the~~ these Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including in University policy.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA ~~or NAIA~~ member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's Director's consent;
- e) Any conduct of Coach that ~~constitutes moral turpitude~~ the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule or that would, in the University's judgment, reflect adversely on the University or its athletic programs; including a violation by Coach of any law, except minor traffic offenses;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or

should have known of the violation and could have prevented it by ordinary supervision.

j) ~~j)~~ The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.-

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows:— before the effective date of the suspension, reassignment, or termination, the Director or the Director’s designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University’s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2 Termination of Coach for Convenience of University

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by

the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. ~~Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end.~~ Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience

5.3.1 Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University ~~before the end of the Agreement term.~~

5.3.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: twenty ~~five~~ thousand dollars (~~\$2025,000.00~~). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to

potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. -The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. -This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach-

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of an announcement to the Athletic Director of a future departure, a formal resignation, termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University Handbook Policies and Procedures.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the Board and executed by both parties as set forth below. -In addition, the payment of any compensation pursuant to this Agreement agreement shall be subject to the approval of the Board, the Chief Executive Officer if required, and the Director President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University's University rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. -Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No failure of the University to enforce a right of this Agreement shall constitute a waiver of that right. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. -The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. -The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. -This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. -Any prevention, delay or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental regulations, or governmental controls; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to

perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10 Notices. Any notice under this Agreement shall be in physical or electronic writing and be delivered in person, by email to the official university email on file, or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
~~921 So. 8th Ave. Stop~~ Pauline Thiros
Idaho State University
MS 8173
Pocatello, ID 83209

with a copy to: President
~~Kevin Satterlee, President~~
Idaho State University ~~921 So. 8th Ave. Stop~~
MS 8310
Pocatello, ID 83209

Coach: ~~Seton Sobolewski~~ Head Women's Basketball Coach
~~Last known address on file with~~
~~University's Human Resource Services~~
Idaho State University
MS 8173
Pocatello, ID 83209

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day ~~facsimile~~ electronic delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. -No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University

Coach

Signature:_____

Signature:_____

Printed Name: Kevin Satterlee

Printed Name: Seton Sobolewski

~~Chief Executive Officer~~ Idaho State University
President

Head Coach
Idaho State Women's Basketball

Date:_____

Date:_____

~~Approved by the Idaho State Board of Education on the _____ day of _____, 20__.~~

~~[*Note: Multiyear employment agreements requiring Board approval are defined Board Policy II.H.]~~

IDAHO STATE UNIVERSITY

Women's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2016-17	2017-18	2018-19	2019-20	2020-21	REPORT YEAR
Women's Basketball	971	1000	1000	982	1000	Raw Score for single year
Percentile Rank within Sport	60-70	60-70	80-90	Not Calculated	80-90	

MULTI-YEAR APR (4-Year Rolling Average)

Women's Basketball	963	991	995	991	995
---------------------------	-----	-----	-----	-----	-----

Big Sky Conference Women's Basketball Head Coach Salary and Incentives Chart
 Supporting Information for ISU Head Women's Basketball Coach (Seton Sobolewski) Contract

COACH	INSTITUTION	BASE SALARY	INCENTIVES
Mark Campbell	Sacramento State	\$ 150,000.00	\$2,500 for BSC HC of the Year or Co-Head Coach of the Year \$2,500 for BSC Regular Season Championship \$5,000 for BSC Tournament Championship \$5,000 for undefeated BSC season \$5,000 for and At Large selection to the NCAA Tournament \$5,000 for each win in the first 2 rounds of the NCAA Tournament \$7,500 for reaching the round of 16 in the NCAA Tournament \$10,000 for each win after reaching the round of 16 in the NCAA Tournament \$2,000 for an invitation to the WNIT \$2,000 for each win in the WNIT \$2,500 for posting a four year rolling APR above 965 \$2,500 for a cumulative team GPA of 3.2 or higher
Valaida Harris	Weber State	\$ 123,235.00	\$2,500 for BSC Regular Season Championship \$2,500 for BSC Tournament Championship \$1,000 for single year APR of 950 or greater \$750 for BSC Coach of the Year \$3,000 for each win in Rounds 1, 2, 3, of NCAA Tournament to be shared by the coaching staff at the discretion of the Head Coach \$6,000 for each win AFTER round 3 of the NCAA Tournament to be shared by the coaching staff at the discretion of the Head Coach \$1,500 for each win in Rounds 1, 2, 3, of the WNIT to be shared by the coaching staff at the discretion of the Head Coach
Trcia Binford	Montana State	\$ 168,303.00	\$5,000 retention incentive each year Coach remains employed as of July 1st \$2,500 for each semester the team achieves a GPA of 3.45 or higher \$5,000 for each year the team achieves a GPA of 3.45 or higher \$10,000 for each year the team earns an APR of 985 \$5,000 for each year the department earns an APR of 985 \$5,000 for each year the team is placed in the top 10 of the annual team GPA recognition by the WBCA \$5,000 for exceeding 300 in season tickets sold in year 1 \$5,000 for exceeding 350 in season tickets sold in year 2 \$5,000 for exceeding 400 in season tickets sold in year 3 \$17,500 for each year Coach promotes and participates in fundraising activities, social activities, Booster functions, public speaking engagements, and ticket sales campaigns \$7,500 for BSC Coach of the Year or Co-Coach of the Year \$7,000 for recognition as a regional and/or national Coach of the Year \$5,000 for selection to the NCAA Tournament \$2,500 for selection to the WNIT \$5,000 for advancing to the 2nd Round of the NCAA Tournament \$5,000 for advancing to the Round of 16 of the NCAA Tournament \$5,000 for advancing to the Elite 8 of the NCAA Tournament \$10,000 for advancing to the Final Four of the NCAA Tournament \$25,000 for winning the NCAA Tournament \$5,000 for achieving 20-23 wins including regular and post season \$5,000 for achieving 24-28 wins including regular and post season \$7,500 for achieving 29 wins including regular and post season

Big Sky Conference Women's Basketball Head Coach Salary and Incentives Chart
 Supporting Information for ISU Head Women's Basketball Coach (Seton Sobolewski) Contract

Chelsey Gregg	Portland State	\$ 146,504.00	\$2,500 for 20 wins vs. Division I opponents \$5,000 for advancing to the NCAA Tournament \$5,000 for each NCAA Tournament win \$2,500 for advancing to the WNIT \$2,500 for each WNIT win \$5,000 for earning a single year APR of 940 or higher \$5,000 for earning a BSC regular season Championship, including a tie \$5,000 for earning BSC Coach of the Year
Loree Payne	Norther Arizona	\$ 149,350.00	\$3,000 for earning APR of 975; \$5,000 for earning APR of 987; \$7,000 for earning APR of 1,000 \$3,000 for earning a team GPA of 3.3; \$5,000 for earning a team GPA of 3.4; \$7,000 for earning a team GPA of 3.5 \$7,000 for BSC Regular Season Championship, including ties \$7,000 for BSC Tournament Championship \$7,000 for NCAA Tournament Appearance (Not AQ) \$3,000 for each NCAA Tournament win \$40,000 for NCAA National Championship \$3,000 for WNIT appearance \$7,000 for WNIT Championship \$4,000 for BSC Coach of the Year \$13,000 for National Coach of the Year
Jon Newlee	Idaho	\$ 126,630.00	One Thirteenth of annual salary for becoming eligible for the NCAA Tournament One Thirteenth of annual salary for a top 25 ranking in any published national final poll \$2,000 for BSC Coach of the Year \$1,500 for earning APR of 960 or higher \$18,000 for for participataion in media programs and public appearances \$5,000 for advancing to the Round of 16 of the NCAA Tournament \$3,500 for appearance in the WNIT \$1,000 for participation in the WBI Coach is entitled to a bonus equal to a Net Game Guarantee
Jenny Huth	Northern Colorado	\$ 135,000.00	\$5,000 for an increase of five (5) percent in home paid attendance revenue in current season over immediately preceding season \$10,000 for women's basketball student-athlete annual academic performance at or above 940 of the NCAA Academic Performance Rate \$5,000 for team grade point average (GPA) after Fall and Spring semester at or above 3.00 \$5,000 for women's basketball finishing in the top three (3) in Big Sky Conference regular season and/or achieving 20 wins \$5,000 for one or more women's basketball student-athletes' receipt of Big Sky Conference regular or post-season award; including honorable mention \$5,000 for winning or sharing the Big Sky Conference Women's Basketball regular season title or winning the Big Sky Conference Women's Basketball Tournament

Big Sky Conference Women's Basketball Head Coach Salary and Incentives Chart
 Supporting Information for ISU Head Women's Basketball Coach (Seton Sobolewski) Contract

Joddie Gleason	Eastern Washington	\$ 129,347.00	\$2,500 annual retention increase \$2,000 for BSC Regular Season Championship \$1,000 for each win in the BSC Tournament \$2,000 for BSC Tournament Championship \$5,000 for each win in the first 2 rounds of the NCAA Tournament to be shared with coaching staff at the discretion of the Head Coach \$7,500 for reaching the round of 16 in the NCAA Tournament to be shared with coaching staff at the discretion of the Head Coach \$10,000 for each win after reaching the round of 16 in the NCAA Tournament, to be shared with coaching staff at the discretion of the Head Coach \$1,000 for each non-NCAA post season win \$1,000 should the team cumulative GPA exceed 3.4 after the spring quarter, or if the multi-year APR is 975 or greater
Brian Holsinger	Montana	\$ 140,000.00	Car stipend Bonus for BSC Championship, NCAA Tournament Appearance, Attendance, APR Country Club Membership
Seton Sobolewski	Idaho State	\$ 139,287.00	1/26 of annual salary for BSC Regular Season Championship 1/26 of annual salary for BSC Tournament Championship \$4,000 for earning a Single Year APR of 985-999 \$8,000 for earning a Single Year APR of 1,000 \$3,500 for achieving 18-19 NCAA Division I wins \$5,000 for achieving 20 or more NCAA Division I wins NCAA Tournament Round Wins, 1st = \$3,000; 2nd = \$6,000; 3rd = \$9,000; 4th = \$12,000; 5th = \$15,000; 6th = \$18,000 \$1,500 for each win in a WNIT appearance \$10,000 for participating in media, fundraising, and public appearances *All bonuses are contingent upon the ISU Women's Basketball functioning within the approved budget

Big Sky Conference Women's Basketball Head Coach Salary and Incentives Chart
 Supporting Information for ISU Head Women's Basketball Coach (Seton Sobolewski) Contract

COACH	INSTITUTION	LENGTH OF CONTRACT	FY2021 Total Compensation	LIQUIDATED DAMAGES CLAUSE?	TYPE OF LIQUIDATED DAMAGES CLAUSE	STRUCTURE OF LIQUIDATED DAMAGES
Mark Campbell	Sacramento State	5 years	\$ 187,500.00	NO	Coach must inform the Director if Coach is seeking another position and obtain a release to do so.	
Valaida Harris	Weber State	4 years	\$ 115,000.00	YES	Flat Rate	\$20,000
Trcia Binford	Montana State	4 years	\$ 182,500.00	YES	Tied to value of compensation for years remaining on the contract	...Coach will pay University, as liquidated damages: an amount equal to that portion (pro-rata) of the Coach's Base salary and benefits remaining unpaid under this Agreement.
Chelsey Gregg	Portland State	5 years	\$ 146,504.00	YES	Flat Rate	\$30,000
Loree Payne	Northern Arizona	5 years	\$ 156,818.00	YES	Flat Rate	An amount equal to one year's base salary.
Jon Newlee	Idaho	not listed	\$ 178,390.00	YES	Sliding Scale	...if the Coach terminates with three or more years remaining liquidated damages shall be \$100,000; with less than 3 years but 2 or more years the liquidated damages are \$75,000; with less than 2 years but more than one year \$50,000; and the sum of zero with less than one year remaining.
Jenny Huth	Northern Colorado	5 years	\$ 161,500.00	YES	Flat Rate	\$60,000
Joddie Gleason	Eastern Washington	5 years	\$ 39,724.00	YES	Flat Rate	New Coach, not a full year of data available.
Brian Holsinger	Montana	4 years	\$ 140,000.00	NO	NA	NA
Seton Sobolewski	Idaho State	5 years	\$ 163,865.00	YES	Flat Rate	\$20,000

Coach Seton Sobolewski Maximum Compensation Calculation: FY 2022-2027

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1	Annual Salary	\$ 139,287.00	\$ 145,287.00	\$ 151,287.00	\$ 157,287.00	\$ 163,287.00
3.2.1	Bonus: Regular Season Championship	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00
3.2.2	Bonus: NCAA Tournament Berth	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00
3.2.3	Bonus: Academic Achievement	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
3.2.4	Bonus: Win Record	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
*3.2.5	Bonus: NCAA Tournament Wins	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00
*3.2.6	Bonus: WNIT Tournament Wins	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
3.2.7	Bonus: Media, Fundraising and PR	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Maximum Annual Compensation Under Proposed Contract:		\$ 234,479.00	\$ 240,479.00	\$ 246,479.00	\$ 252,479.00	\$ 258,479.00

* Only one or the other of these bonuses may be achieved, not both.

UNIVERSITY OF IDAHO

SUBJECT

Procurement of EcoUnits for the Deep Soil Ecotron facility

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho (UI) was awarded \$18.9 million from the National Science Foundation in October 2021 for a new research facility designed to study soil at depths greater than ever before. The new Deep Soil Ecotron facility will be housed in the existing J.W. Martin Lab on the Moscow campus and will enable scientists across the globe to conduct experiments on columns of soil up to three meters deep (about 10 feet). Currently, most soil research involves just the top 30 centimeters (roughly one foot).

The Deep Soil Ecotron facility design calls for up to 24 EcoUnits, richly instrumented soil columns topped with airtight chambers for vegetation. These ecosystems-in-a-lab will allow researchers the ability to control a range of variables including temperature, water, and exposure to carbon dioxide and other greenhouse gases.

UI issued a Request for Proposal (RFP 22-19M) for multiple units that could anticipate current and future needs of global soil scientists and operate within the physical constraints of the existing building, including floor weight tolerance, electrical load, and overall space limitations.

The RFP committee provided feedback that focused on scientific attributes and selected JR-AquaConSol GmbH and reengineering GmbH jointly to manufacture the EcoUnits. The total contract amount is € 6,548,447 (approximately \$6,759,600) and will be covered by the NSF award.

IMPACT

The Deep Soil Ecotron will enable researchers to address the following four broad research needs using approaches and instrumentation which have been unattainable under more common field and laboratory experiments:

1. How deep soil communities and processes affect and interact with surface soils to influence whole ecosystems
2. Determine how deep soils respond to global and land-use change, such as increasing soil temperature and agricultural management practices
3. Information gained will be integrated into earth system models to improve model representation
4. Provide a testbed for the development of sensors for the in-situ monitoring of deep soils

CONSENT
AUGUST 24, 2022

Ultimately the Deep Soil Ecotron will be the first of its kind in the world, shedding light on a largely unknown and unexplored environment, and accelerating research on belowground systems. This project is jointly funded by the National Science Foundation's Mid-scale RI-1 Program, the Established Program to Stimulate Competitive Research (EPSCoR), and Infrastructure Innovation for Biological Research (IIBR) Program.

ATTACHMENTS

Attachment 1 – Proposed Contract

BOARD STAFF COMMENTS AND RECOMMENDATIONS

This complies with Board policy V.K., which requires capital project costs beyond \$1 million to be approved by the Board. The cost of this project is covered by the \$18.9 million National Science Foundation grant referenced in the Background section, so no additional funding is being requested.

The amount in the motion below is in Euros to match the contract, which is with an Austrian company that specializes in this technology.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to purchase EcoUnits funded by the National Science Foundation for the Deep Soil Ecotron facility for 6,548,447 Euros, as described in materials submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-876

The University of Idaho (“University”) hereby awards to JR-AquaConSol GmbH and regineering GmbH (collectively “Contractor”) Agreement number UI-876 to furnish 22 EnviroLab-Units with a total price of EURO 6.548.447,00 to the University, as specified in University of Idaho Request for Proposals Number 22-19M, in accordance with the terms and conditions of the Request for Proposals.

This Agreement includes a) University of Idaho Request for Proposals Number 22-19M; b) Contractor’s proposal dated March 7, 2022 (the “Proposal”); c) the Technical Specification and Pricing dated July 8, 2022; and d) University of Idaho General Terms and Conditions, all of which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein (collectively, “the Agreement”). To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI-876; 2) Technical Specifications and Pricing dated July 8, 2022; 3) University of Idaho Request for Proposals Number 22-19M; 3) Contractor’s proposal dated March 7, 2022; 4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, certified mail with return receipt requested, or by email. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

The University:

for contractual matters:	for technical matters:
University of Idaho Contracts and Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 Attn.: Julia R. McIlroy, Director Phone: (208) 885-6123 Email: juliam@uidaho.edu	University of Idaho Department of Soil and Water Systems 875 Perimeter Dr. MS 2340 Moscow, ID 83844-2340 Attn.: Prof. Michael S. Strickland Attn.: Prof. Zachary Kayler Phone: (208) 885-0960 Email: mstrickland@uidaho.edu Email: zkayler@uidaho.edu
with copy to:	with copy to:

University of Idaho
Department of Soil and Water Systems
875 Perimeter Dr. MS 2340
Moscow, ID 83844-2340
Attn.: Prof. Michael S. Strickland
Phone: (208) 885-0960
Email: mstrickland@uidaho.edu

University of Idaho
Contracts and Purchasing Services
1028 West Sixth Street
Moscow, Idaho 83844-2006
Attn.: Julia R. McIlroy, Director
Phone: (208) 885-6123
Email: juliam@uidaho.edu

The Contractor:

for contractual matters:

JR-AquaConSol GmbH
Steyrergasse 21, 8010 Graz, Austria
Attn: DI Erwin Kubista
Phone: +43 664 80 45 45 02
Email: erwin.kubista@jr-aquaconsol.at

regineering GmbH
Am Dörrenhof 13a, 85131 Preith, Germany
Attn: DI Stefan Innerhofer
Phone: +49 8421 93766-0
Email: s.innerhofer@regineering.com

with copy to:

JR-AquaConSol GmbH
Steyrergasse 21, 8010 Graz, Austria
Attn: Mag. Dr. Gernot Klammler
Phone: +43 664 80 45 45 12
Email: gernot.klammler@jr-aquaconsol.at

regineering GmbH
Am Dörrenhof 13a, 85131 Preith, Germany
Attn: Dr. Ulrich Männl

for technical matters:

JR-AquaConSol GmbH
Steyrergasse 21, 8010 Graz, Austria
Attn: Mag. Dr. Gernot Klammler
Phone: +43 664 80 45 45 12
Email: gernot.klammler@jr-aquaconsol.at

regineering GmbH
Am Dörrenhof 13a, 85131 Preith, Germany
Attn: Dr. Ulrich Männl
Phone: +49 8421 93766-11
Email: u.maennl@regineering.com

with copy to:

JR-AquaConSol GmbH
Steyrergasse 21, 8010 Graz, Austria
Attn: DI Erwin Kubista
Phone: +43 664 80 45 45 02
Email: erwin.kubista@jr-aquaconsol.at

regineering GmbH
Am Dörrenhof 13a, 85131 Preith, Germany
Attn: DI Stefan Innerhofer

Phone: +49 8421 93766-11
Email: u.maennl@regineering.com

Phone: +49 8421 93766-0
Email: s.innerhofer@regineering.com

Any notice shall be deemed to have been given on the earlier of : (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 PRICE

The price includes everything necessary for the prosecution and completion of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as otherwise provided in this Agreement. Prices quoted in Technical Specification and Pricing dated July 8, 2022 includes all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

1.4 PAYMENTS

The payments shall be made according to the following milestones of the project:

- 50% of the total amount after acceptance of the predesign
- 30% of the total amount after acceptance of the final design
- 10% of the total amount after delivery of all units to Idaho
- 10% of the total amount after the final acceptance of the entire system

Payments shall be due and payable within thirty (30) days after acceptance of the appropriate milestone and after receipt of properly completed invoice. The account data for payments from the University to the Contractor will be provided separately University shall pay to the jointly owned account of JR-AquaConSol GmbH and regineering GmbH. The payment by the University to this account shall be full satisfaction of University's payment obligations hereunder.

1.5 TERM OF AGREEMENT

The initial term of this Agreement shall be three (3) years, commencing upon the date of execution by the University. The term of this Agreement may, if mutually agreed, be extended three (3) times by three-year increments, provided the Contractor receives written notice of each extension at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.6 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.7 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

1.8 RESPONSIBILITIES OF THE UNIVERSITY OF IDAHO

The University of Idaho is responsible for the infrastructure including but not limited to foundation, cooling, piping, power cables and seismic safety.

1.9 JOINT AND SEVERAL LIABILITY

JR-AquaConSol GmbH and regineering GmbH (the “Entities”) shall be jointly and severally liable with respect to the obligations under this Agreement and each Entity hereby waives to the extent permitted by law any defense that it may have that its liability hereunder is limited and not joint and several. An act of or notice from or to the Contractor as set forth in Section 1.1 shall be binding on each Entity with the same force and effect as if each of them had so acted or given or received such notice. University may, in its sole discretion elect to enforce this Agreement against either Entity without any duty to pursue the other Entity and such election shall not be a defense by the other Entity. University reserves all rights against each Entity.

1.10 PAYMENT

University shall pay to the jointly owned account of JR-AquaConSol GmbH and regineering GmbH. The payment by the University to this account shall be full satisfaction of University's payment obligations hereunder.

1.11 COOPERATION

The Entities agree to fully cooperate with each other and with University, other contractors of the University, and other third parties in connection with the performance of the obligations hereunder.

1.12 ADDITIONAL WARRANTIES

Contractor represents and warrants that any product or portion of product delivered to University hereunder is free of all liens, encumbrances, and rights of others, and does not and will not infringe upon, violate, or misappropriate any patent, copyright, trade secret, or other intellectual property of proprietary right of any third party.

1.13 INSURANCE

JR-AquaConSol GmbH and regineering GmbH will each provide a copy of a Certificate for a Commercial General and Umbrella / Excess Liability Insurance with a limit of not less than \$1,000,000.

The Parties agree that Section 7, Paragraph 7-3: INSURANCE and Exhibit A – Request for Certificate of Insurance from Contractor of the University of Idaho Request for Proposals Number 22-19M will not be valid.

1.14 COMPLIANCE

Contractor shall comply with the following provisions:

- a. 200 CFR Appendix II, and 200.317-327, accessed at: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- b. Title VI of the Civil Rights Act of 1964
- c. Section 504 of the Rehabilitation Act of 1973
- d. Age Discrimination Act of 1975
- e. Title IX of the Education Amendments of 1972

The effective date of this contract is September 1, 2022.

For the Regents of the
UNIVERSITY OF IDAHO

JR-AQUACONSOL GmbH

SIGN _____

SIGN _____

PRINT _____

PRINT _____

TITLE _____

TITLE _____

DATE _____

DATE _____

REGINEERING GMBHS

SIGN _____

PRINT _____

TITLE _____

DATE _____

CONSENT
AUGUST 24, 2022

UNIVERSITY OF IDAHO

SUBJECT

Request for additional construction authorization for proposed Seedling Greenhouses at the University of Idaho Pitkin Nursery

REFERENCE:

May 2021

Idaho State Board of Education (Board) approved Design and Construction Authorization via the Executive Director.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1, and Sections V.K.4.

BACKGROUND/DISCUSSION

This is a request to authorize construction of new greenhouses to replace aging infrastructure that will enhance student education, expand training to private and agency nursery professionals, and maintain industry-relevant research at an operational scale. The new greenhouses will expand the College of Natural Resources greenhouse capacity. This will allow interagency collaboration between the University of Idaho and the Idaho Department of Lands (IDL) on reforestation efforts and will meet growing demand for seedlings on state endowment lands.

The project is consistent with the strategic goals and objectives of the University of Idaho and is consistent with the UI's Strategic Plan related to Research and Outreach.

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

IMPACT

This project was authorized at \$950,000 in May 2021 via the Executive Director in accordance with Board Policy V.K.1.

The Division of Public Works (DPW) is administering the project on behalf of the University of Idaho given that a Permanent Building Fund (PBF) allocation of \$700,000 is a component of the funding strategy for the effort. DPW is delivering the project via the Design-Build methodology.

In July 2022, the Design-Build contractor provided DPW with a construction cost proposal consisting of a base bid and four alternates. The university desires to fund and award the base bid and all alternates and can commit the additional funds necessary to do so. However, this action will cause the award amount to exceed

**CONSENT
AUGUST 24, 2022**

the current construction effort and the total project cost to exceed the \$1 million threshold requiring full Board approval and authorization.

Based on the construction cost proposal received, and the desire to award both the base bid and all alternate bid items, the revised, full project cost is \$1,235,000.

The College of Natural Resources (CNR) will fund this project cost.

Therefore, this request is for the additional authorization required to proceed with the award and construction phase for the proposed Seedling Greenhouses at the Pitkin Nursery.

The fiscal impact of this effort is to authorize the complete, total project costs of \$1,235,000.

Overall Project

Funding

State (PBF)	\$	700,000
Federal (Grant)		
Other (UI)		
CNR		
Orig Allocation	\$	250,000
Add'l Allocation	\$	285,000
Gifted Funds		

Estimate Budget

Design Services	\$	60,500
Owner's Costs	\$	67,390
Construction	\$	1,065,408
Const Contingency	\$	24,000
Misc. & Proj Cont	\$	<u>17,702</u>

Total	\$	1,235,000	Total	\$	1,235,000
-------	----	-----------	-------	----	-----------

ATTACHMENTS

- Attachment 1 – Capital Project Tracking Sheet
- Attachment 2 – Project Budget

STAFF COMMENTS AND RECOMMENDATIONS

This project was originally estimated at \$950,000. Construction cost increases and add alternates added another \$285,000, pushing the overall cost beyond \$1 million, which requires Board approval. This complies with Board policy V.K. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the Award and Construction phases of the proposed Seedling Greenhouses at the Pitkin Nursery, with a projected total cost of \$1,235,000, as described in the materials submitted to the Board. Construction authorization includes the authority to execute all necessary and requisite contracts to fully implement the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Office of the Idaho State Board of Education
 Capital Project Tracking Sheet
 As of July, 2022

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Plan, design, and construct a new seedling research and production greenhouses, to located at the University of Idaho Pitkin Research Nursery site east of Moscow, Idaho.
- 2 **Project Description:** The project includes the necessary sitework, utilities connections, footings, foundations and slabs required to support the installation of new soft-wall, retractable roof greenhouse kits. The project scope includes necessary miscellaneous support and actions necessary for a complete and functional installation.
- 3 **Project Use:** These new greenhouses will enhance student education, expand training to private and agency nursery professionals, and maintain industry relevant research at an operational scale. The new greenhouses will expand the College of Natural Resources greenhouse capacity. This will allow interagency collaboration between the University of Idaho and the Idaho Department of Lands (IDL) on reforestation efforts and meet growing demand for seedlings on state endowment lands.
- 4 **Project Size:** Two Greenhouses, Approx 3,890 SF Ea.

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other*	Total Uses
9 Initial Cost of Project	\$ 700,000	\$ -	\$ 250,000	\$ 950,000	\$ 86,100	\$ 717,200	\$ 146,700	\$ 950,000
11 History of Revisions: Add'l Auth Based on Bid Proposal Received July, 2022 July 2022			\$ 285,000	\$ 285,000	\$ 41,790	\$ 372,208	\$ (128,998)	\$ 285,000
14 Total Project Costs	\$ 700,000	\$ -	\$ 535,000	\$ 1,235,000	\$ 127,890	\$ 1,089,408	\$ 17,702	\$ 1,235,000

History of Funding:	PBF	ISBA	Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)*	Student Revenue	Other**			
18 Initial Authorization Request, Design and Construction. May 2021	\$ 700,000					\$ 250,000	\$ 950,000	
19 Add'l Auth Based on Bid Proposal Received July, 2022 July 2022						\$ 285,000	\$ 285,000	
23 Total	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ 535,000	\$ 1,235,000	

25 * Project Support Costs & Project Contingency
 26 ** CNR Funds set aside and encumbered for this use.

ATTACHMENT 2

Item	From	Contract	Est
1.0 Design Services			
Programming / Site Master Planning	PM Exp Column M	4,550.00	
Schematic Design	PM Exp Column M	18,000.00	
Design Development	PM Exp Column M	18,000.00	
Construction Documents	PM Exp Column M	19,950.00	
	Sub Total		60,500.00
2.0 Professional Services			
Bidding	PM Exp Column M	2,000.00	
Construction Administration	PM Exp Column M	18,000.00	
Close-out	PM Exp Column M	3,000.00	
Design Prof Reimbursables	PM Exp Column M	1,300.00	
Civil Engineer	PM Exp Column M	15,000.00	
Commissioning	PM Exp Column L		7,000.00
Commissioning Reimbursables	PM Exp Column M	210.00	
Keller_Topo Survey	PM Exp Column M	5,000.00	
Soil Investigation	PM Exp Column M	7,880.00	
Testing During Construction	PM Exp Column L		8,000.00
Test & Balance	PM Exp Column L		-
	Sub Total		67,390.00
3.0 Construction			
Base Scope, Phase 1	Quality	781,150.73	
Concrete piers	Quality	18,870.00	
Concrete 6" Slab	Quality	88,069.62	
Alt 1 Generator	Quality	89,621.40	
Alt 2 Irrigation	Quality	34,971.66	
Alt 3 Heater	Quality	36,075.00	
Alt 4 Grow Lights	Quality	16,650.00	
	Sub Total		1,065,408.41
3% Construction Contingency	PM Exp Column L		24,000.00
	Sub Total		24,000.00
4.0 Miscellaneous			
Project Contingency	PM Exp Column L		13,158.25
Plan Check Fees - Reimbursable	PM Exp Column M	2,140.00	
Advertising	PM Exp Column M	64.12	
	Sub Total		15,362.37
	Project Total		1,232,660.78
Less Current Funding			
PBF		700,000.00	
CNR Original		250,000.00	
	Sub Total		950,000.00
	Delta Needed		282,660.78

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
AUGUST 24, 2022

SUBJECT

General Education Matriculation (GEM) Committee Appointments

REFERENCE

October 2014	The Board approved the initial membership of the General Education Matriculation Committee.
June 2016	The Board appointed Jana McCurdy (CWI), Dr. Margaret Johnson (ISU), and Kenton Bird (UI) to the GEM Committee.
December 2016	The Board appointed Dr. Joanne Togle (ISU) and John Bieter (BSU) to the GEM Committee.
August 2017	The Board appointed Lori Barber, representing CEI, to the GEM Committee.
October 2017	The Board appointed Cher Hendricks, representing UI, to the GEM Committee.
April 2019	The Board appointed Dean Panttaja representing UI, and Whitney Smith-Schuler representing CSI to the GEM Committee.
June 2019	The Board appointed Greg Wilson representing CWI, replacing Jana McCurdy to the GEM Committee.
October 2019	The Board appointed Tiffany Seeley-Case representing CSI, replacing Whitney Smith-Schuler to the GEM Committee.
June 2020	The Board appointed Martin Gibbs representing LCSC, replacing Mary Flores to the GEM Committee.
June 2021	The Board appointed Cindy Hill representing ISU and Angela Sackett-Smith representing CEI to the GEM Committee.
August 2021	The Board appointed Candyce Reynolds representing BSU and Lloyd Duman representing NIC to the GEM Committee.
October 2021	The Board appointed Karina Smith representing dual credit, Kristin Whitman open education, and Debbie Ronneburg representing the Technical College Leadership Council.
April 2022	The Board appointed Sherry Simkins representing NIC and Ryan Randall representing open education.

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures section III.N. General Education

BACKGROUND/DISCUSSION

Consistent with Board Policy III.N, the state General Education Matriculation Committee is responsible for reviewing the competencies and rubrics of the general education framework for each institution to ensure its alignment with the Association of American Colleges and Universities (AAC&U) Essential Learning

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
AUGUST 24, 2022

Outcomes. Board Policy III.N also provides that faculty discipline groups have ongoing responsibilities for ensuring consistency and relevance of General Education competencies related to their discipline. The GEM Committee consists of a representative from each Idaho public postsecondary institution appointed by the Board; a representative from the Division of Career Technical Education; a representative from the Idaho Registrars Council as an ex-officio member; a representative from the digital learning community; a representative from the dual credit community, a representative from the open education community; and the Executive Director or designee of the Office of the State Board of Education, who serves as chair to the committee.

Idaho State University (ISU) has nominated Dr. Karen Appleby for appointment to the GEM Committee to replace Dr. Cindy Hill who has transitioned to a new position as Vice Provost of Institutional Effectiveness and Initiatives in June.

IMPACT

The proposed appointment replaces the ISU representative on the GEM Committee.

ATTACHMENTS

Attachment 1 – Current GEM Committee Membership

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Dr. Karen Appleby served as Interim Provost for the past 18 months and has assumed a new role as Vice Provost for Faculty Success and Instruction starting in June. Dr. Appleby first came to ISU in 2004 as an assistant professor in the Department of Sports Science and Physical Education. During her time at ISU, she also served as Interim Dean of the College of Education for two years. She was also previously the Director of ISU’s faculty development and instructional enhancement center, the Program for Instructional Effectiveness.

Board staff recommends approval.

BOARD ACTION

I move to appoint Dr. Karen Appleby, representing Idaho State University, to the General Education Matriculation Committee, effective immediately.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**State Board of Education
General Education Matriculation Committee**

Dean Panttaja is the Director of General Education and Interim Vice Provost for Academic Initiatives at University of Idaho. Dean Panttaja was appointed in **April, 2019**.

Greg Wilson is the General Education Coordinator at College of Western Idaho. Greg Wilson was appointed in **June, 2019**.

Tiffany Seeley-Case is the Dean of General and Transfer Education at College of Southern Idaho. Tiffany Seeley-Case was appointed in **October, 2019**.

Martin Gibbs is the Dean of Liberal Arts & Sciences at Lewis-Clark State College. Martin Gibbs was appointed in **June, 2020**.

Angela Sackett-Smith is the Dean for General Education at College of Eastern Idaho. Angela Sackett-Smith was appointed in **June, 2021**.

Cindy Hill is Interim Vice Provost for Academic Affairs at Idaho State University. Cindy Hill was appointed in **June, 2021**.

Candyce Reynolds is the Director of the Foundational Studies Program at Boise State University was appointed in **August, 2021**.

Chris Harper is the Director of the Teaching and Learning Center at the College of Southern Idaho and serves as the digital learning representative on the GEM Committee. He was appointed in **October, 2021**.

Karina Smith is the Assistant Director for Concurrent Enrollment at Boise State University and serves as the dual credit representative on the GEM Committee. She was appointed in **October, 2021**.

Debbie Ronneburg is the interim Dean, College of Technology at Idaho State University and serves as the Technical College Leadership Council Representative on the GEM Committee. She was appointed in **October, 2021**.

Ryan Randall is the Instructor Coordinator and Faculty Outreach Librarian at the College of Western Idaho and serves as the open education representative on the GEM Committee. He was appointed **April, 2022**.

Sherry Simkins is the Interim Dean of Instruction, General Studies at North Idaho College. She was appointed **April, 2022**.

Karen Appleby is the Vice Provost for Faculty Success and Instruction at Idaho State University. **Appointment pending Board approval August, 2022.**

Mandy Nelson is the Registrar at Boise State University, a representative from the Idaho Registrars Council, as an ex officio member.

TJ Bliss is the Chief Academic Officer at the Office of the State Board of Education, who serves as Chair of the Committee as the designee of the Executive Director.

CONSENT
AUGUST 24, 2022

SUBJECT

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

REFERENCE

October 2014	Board appointed Dr. Todd Allen as the INL Representative to the Idaho EPSCoR Committee (replacing Dr. Hill)
February 2015	Board appointed Senator Tippits to the Idaho EPSCoR Committee (replacing Senator Goedde)
April 2015	Board appointed Dr. Cornelis J. Van der Schyf to the Idaho Established Program to Stimulate Competitive Research (replacing Dr. Howard Grimes)
October 2015	Board reappointed Representative Maxine Bell and Doyle Jacklin and appointed Gynii Gilliam and Senator Roy Lacey (replacing Doug Chadderdon and Senator Tippits, respectively)
June 2016	Board appointed Dr. Kelly Beierschmitt to the committee (replacing Todd Allen)
December 2016	Board reappointed Laird Noh, and appointed Dr. David Hill and Skip Oppenheimer to the committee.
April 2017	Board appointed Senator Mark Nye to the Idaho EPSCoR Committee (replacing Senator Lacey).
June 2017	Board reappointed David Tuthill and Leo Ray to Idaho EPSCoR Committee, both representing the private sector.
October 2018	Board appointed Dr. Harold Blackman and Dr. Todd Combs to the Idaho EPSCoR Committee (replacing Dr. Mark Rudin and Dr. Kelly Beierschmitt, respectively).
June 2019	Board appointed David Barneby and reappointed Gynii Gyllian to the Idaho EPSCoR Committee, both representing the private sector.
February 2021	Board reappointed Mark Nye, Doyle Jacklin, and Dennis Stevens, and appointed Donna Lybecker, Christopher Nomura, and Marianne Walck to Idaho EPSCoR Committee.
October 2021	Board reappointed Laird Noh and Skip Oppenheimer, and appointed Dr. Nancy Glenn to the Committee to serve as an ex-officio member representing Boise State University.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Established Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policies established by the Idaho State Board of Education. The purpose of EPSCoR is to build a high-quality academic research base to advance science, technology, engineering, and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

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

The Idaho EPSCoR Committee is recommending the new appointment of Dr. Martin Blair, Vice President for Research at Idaho State University, to replace Dr. Donna Lybecker, Matthew Reiber as Representative of the Idaho State Governor's Office, to replace Greg Wilson, Dr. Yolanda Bisbee to replace Dr. Jean'ne Shreeve as private sector representative, and the reappointment of Dr. David R. Tuthill Jr. as private sector representative.

ATTACHMENTS

- Attachment 1 – Idaho EPSCoR Membership
- Attachment 2 – Dr. Martin Blair Materials
- Attachment 3 – Matthew Reiber Materials
- Attachment 4 – Dr. Yolanda Bisbee Materials
- Attachment 5 – Dr. David R. Tuthill Jr. Materials

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy III.W. requires appointments to open positions on the EPSCoR committee to be advertised in appropriate state, regional or local publications. Each applicant must provide a written statement expressing his or her interest in becoming a member of the committee and evidence of their qualifications and identify their primary residence. Incumbent reappointments require a letter of interest and statement of qualifications for the incumbent.

Committee members serve five-year terms with the exception of the ex-officio members. Membership is limited to no more than three consecutive terms. All terms regardless of length begin on July 1 and on June 30 of the year(s) beginning or ending said term. Appointments are staggered to ensure that no more than one-third of the appointments will become vacant in any given year. Appointments to vacancies mid-term serve the remainder of the term for the position they are replacing.

**CONSENT
AUGUST 24, 2022**

Staff recommends approval.

BOARD ACTION

I move to appoint Dr. Martin Blair to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as an ex-officio member representing Idaho State University as Vice President for Research.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Mr. Matthew Reiber to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as the representative of the State Governor’s Office.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Dr. Yolanda Bisbee to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as a representative of the private sector, for a term effective from July 1, 2022 through June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to reappoint Dr. David R. Tuthill Jr. to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as a representative of the private sector, for a term effective from July 1, 2022 through June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

EPSCoR Committee Members

VOTING MEMBERS (16 members)

Member Name	Original Appt.	Re-appointment	Expires	Representing	Position	Board Meeting
Barneby, David G.	9/9/2008	1/1/2014 7/1/2019	6/30/2024	Private Sector	(Retired)VP Nevada Power	12/19/2013 2/27/2014 6/20/2019 10/18/2018
Glenn, Nancy	10/20/2021		Ex-officio	VPR	BSU - VPR	
Borud, Matt	4/17/2014		Ex-officio	Commerce	Idaho Department of Commerce	4/17/2014
Walck, Marianne	2/17/2021		6/30/2026	INL		2/17/2021
Tuthill, Dave	8/16/2012	6/15/2017	6/30/2022	Private Sector		6/15/2017 8/16/2012
Gilliam, Gynii	10/22/2015	7/1/2019	6/30/2024	Private Sector		10/22/2015 6/20/2019
Jacklin, Doyle	12/13/2006	2/18/2010 10/22/2015 7/1/2021	6/30/2026	Private Sector		4/22/2005 2/18/2010 10/22/2015 2/17/2021
Lickley, Laurie	7/1/2019		6/30/2024	House of Rep	House of Rep.	8/29/2019
Lybecker, Donna	2/17/2021		Ex-officio	VPR	ISU - VPR	2/17/2021
Nomura, Christopher	2/17/2021		Ex-officio	VPR	UI - VPR	2/17/2021
Noh, Laird	12/13/2006	7/1/2011 7/1/2016 7/1/2021	6/30/2026	Private Sector	Vice-Chair	(6/27/2012) 12/9/2010 12/15/2016 10/20/2021
Nye, Mark	4/20/2017	7/1/2021	6/30/2026	Senate	State Senate	4/20/2017 2/17/2021
Oppenheimer, Skip	12/15/2016	7/1/2021	6/30/2026	Private Sector		12/15/2016 10/20/2021
Ray, Leo	12/16/2006	7/1/2011 6/15/2017	6/30/2022	Private Sector	Fish Breeders	(6/27/2002) 12/9/2010 6/15/2017
Shreeve, Jean'ne	12/13/2006	2/21/2013	6/30/2019	Private Sector	UI - Professor	4/22/2005 2/21/2013
Stevens, Dennis	(1/23/01) 4/22/2005	4/22/2005 (prior to establishment of term limits) 2/18/2010 10/22/2015 7/1/2021	6/30/2026	Private Sector	Physician	4/22/2005 2/18/2010 10/22/2015 2/17/2021

NON-VOTING MEMBERS (2 members)

Member Name	Original Appt.		Expires		Position	
Greg Wilson	8/29/2019		Ex-officio		Representative from Governor's Office	8/29/2019
David Hill	12/15/2016		Ex-officio		Idaho State Board Member	12/15/2016



Idaho State
University

July 8, 2022

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

RE: Martin Blair letter of interest and statement of qualifications for EPSCoR Committee membership.

Dr. Noh,

Please accept this letter as an expression of my interest to serve as a member of the Idaho EPSCoR Committee. In my current role, I engage with ISU faculty and students who participate in the EPSCoR program. I look forward to participating in this committee.

Qualifications:

Martin Blair's vision-driven research leadership builds and strengthens collaborative relationships with strategic partners from a variety of healthcare, education, business, public policy and human service disciplines at university, community, State, Federal and international levels. Blair guides community-based research, training and service initiatives through collaborative strategy development, implementation and evaluation.

- Vice President for Research at Idaho State University, current.
- Executive Director of the Rural Institute for Inclusive Communities, University of Montana, 2013-2022.
- Associate Director, TAESE Center/ Mountain Plains Regional Resource Center, Utah State University, 2008-2013.

Leadership resume attached.

Sincerely,

Martin E. Blair, PhD
Vice President for Research

Martin E. Blair

Mobile: 406-552-7395

martin.e.blair@gmail.com

www.linkedin.com/in/martin-e-blair

Leadership

Executive Director 2013 to present

University of Montana Rural
Institute for Inclusive
Communities, Missoula,
Montana.

Primary Responsibilities: Develop community-focused interdisciplinary research partnerships; oversee strategic planning and implementation across multiple colleges and schools, and with state, national, international partners; oversee \$7 million annual budget; manage 60+ faculty/ staff across 50+ programs/ projects.

- Led efforts to bring \$59.5 million in external funds to the organization.
- Secured \$1.6 million in private/ corporate funds to support research and service initiatives.
- Led efforts to secure over \$3 million in State and Federal flow-through funds for early childhood and public education policy research.
- Increased state-agency and private & corporate contracts by 19%.
- Sustained increase in racial & cultural diversity of graduate and undergraduate students in training and research initiatives.
- HRSA Grand Challenge Award Winner, Phases I & II, *MP2 Care Coordination app*.
- Strategic reorganization of business and research services to improve efficiency and effectiveness of pre- and post-award support to principal investigators.
- Sustained increases in proposals submitted, annual budgets, and research expenditures.

Associate Director 2008 to 2013

Center for Technical
Assistance for Excellence in
Special Education (TAESE).
Utah State University, Logan,
Utah.

Primary Responsibilities: Strategic planning and implementation; program development, budget management, conference and professional development management; diverse and dispersed staff administration.

- Developed and implemented research & training partnerships with state education agencies and the Bureau of Indian Education across the U.S.
- Expanded professional development partnerships across the U.S.
- Led the technology team for national professional development network.

**Assistant Director for
Policy & Development** 2002 to 2008

Center for Persons with
Disabilities, Utah State
University, Logan, Utah.

Primary Responsibilities: Community and public relations
with local, state and national community groups;
philanthropic development; liaison with state and federal
elected/ agency officials and staff.

- Led efforts to establish and fund (Congressionally-directed spending for two consecutive years) the National Center on Disability and Access to Education.
- Acquired \$200,000 annual state appropriation (ongoing) for the interdisciplinary ASSERT program¹ (autism research and training initiative).
- Led efforts to integrate Spanish-speaking individuals and families in research, service and training initiatives.
- Established a statewide, multi-university interdisciplinary (healthcare, social science, education) training and research consortium on autism spectrum disorders.
- Served as a technology and disability policy consultant for omni-directional wheelchair and RFID way-finding device development projects.

Education & Certifications

Ph.D. Education & Disability Policy, 2008. Utah State University, Logan, Utah.

M.S. Secondary Education and B.S. Special Education.

Certifications

- National Leadership Institute, 2012. University of Delaware.
- Research Administration, May 2021. University of Montana.
- CITI: Social and Behavioral Research, February 2021.
- Diversity, Equity, Inclusion: Micro-credential, May 2021. University of Montana.
- At Risk for University and College Faculty and Staff, December 2021. Kognito, Inc.

Professional Service & Affiliations

- **Member**, University Research Council, University of Montana.
- **International policy research consultant** in Kenya and Japan.
- **Standing Review Panel** (8 years), Small Business Innovation Research (SBIR) awards, National Institute on Disability, Independent Living and Rehabilitation Research (NIDILRR), U.S. Department of Education and U.S. Department of Health and Human Services.

¹ See: <https://assert.usu.edu/>

- **Member**, “Together We Grow” consortium² to increase racial, cultural and ability diversity in K-20 STEM education and agriculture industry.
- **Executive Committee (Secretary/ Treasurer)**, national Association of University Centers on Disabilities³ Board of Directors. **Co-chair** of the Public Policy Committee and past Chair of the Governance Committee.
- **Research consultant**, Montana Office of Public Instruction, and Montana Department of Public Health and Human Services’ Bureau of Family and Community Health.
- **Member**, governor-appointed statewide advisory councils (Early Childhood Services and Developmental Disabilities).

Publications & Presentations

- 100 publications: Articles, reports, monographs, chapters, and instructional products.
- 108 scholarly presentations: State, national and international.
- 55 funded proposals authored and co-authored (77 total), \$24.7 million awarded.

Languages

English: Native language.

Spanish: Intermediate listening, reading, speaking, and writing.

Professional Summary

Martin Blair’s vision-driven leadership builds and strengthens collaborative relationships with strategic partners from a variety of healthcare, education, business, public policy and human service disciplines at university, community, State, Federal and international levels. He guides community-based research, training and service initiatives through collaborative strategy development, implementation and evaluation.

~~Professional profile and full CV (30 pp.):~~ <https://www.umt.edu/people/martinblair>

² See: www.togetherwegrowag.org

³ See: www.aucd.org



Governor Brad Little

State Capitol :: Boise, Idaho 83720
(208) 334-2100 :: gov.idaho.gov

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

Chairman Noh,

My name is Matthew Reiber and I write to you from the Idaho Governor's Office to express my interest in serving on the Idaho EPSCoR Committee. As the Governor's representative to this committee, it is my intention to fulfil my duties to both the committee and him diligently and effectively, participating in the research discussion and helping orient the future of Idaho academic research.

Please find my resume attached to this letter of interest to detail my accomplishments and qualifications while serving under the Governor.

Thank you for your time and consideration.

Sincerely,

Matthew Reiber

2018 S Eagleson Rd | Boise, ID 83705
matthew.reiber@outlook.com | 406-493-5851

EDUCATION

Boise State University, PhD in Public Policy and Administration – Boise ID – Expected graduation 2024

Boise State University Accelerated Political Science Masters Program - Boise, ID

Bachelor of Science Degree, Boise State University, Political Science Major- Boise, ID

Loyola Sacred Heart High School, - Missoula, MT

ACHIEVEMENTS/AWARDS

Boise State University, GPA – 3.33 Boise / Boise State University Accelerated Masters Program, GPA – 3.8

- Boise State Honors College
- Undergraduate Capstone Research Project: Examining the Effects of Gun Control Legislation on Violent Crime
- Masters Thesis: Examining the Relevance of the Constitution in Today's Society
- Grant Writing: Boise Depot Bench Neighborhood Association

Loyola Sacred Heart, GPA – 3.6

- Varsity Soccer Letter (2013, 2012), Varsity Soccer Captain (2013)
- Academic All-State (2013)

WORK EXPERIENCE

- Governor's Office State of Idaho (2022 to present) *Working as lead education policy advisor to Governor Little*
- Division of Financial Management, State of Idaho (2019 to 2022) *Worked as a Budget Analyst for Governor Little*
- Boise State University, Adjunct Faculty (2021 to present) *Working with Boise State University to teach various Political Science Classes*
- Lobby Idaho (2019) *Worked as a lobbyist intern for the 2019 State Legislature Session*
- Idaho State Legislature, Legislative Services Office (2018) *Worked for Legislative Services as an Information Specialist*

VOLUNTEER EXPERIENCE

- Brad Little for Idaho (2021-2022) *Worked in various volunteer capacities for Governor Little's reelection campaign*
- Boise State University Alumni Board of Directors (2020 to 2022) *Was accepted into the Board of Directors of Boise State Alumni for a three-year term*
- Leadership and Gun Safety Awareness – Hellgate Civilian Shooters (2012 – 2013) *Worked with my long-term shooting club to mentor younger students and to teach basic principles of gun safety and gun awareness*

ACTIVITIES

- Boise State Trap and Skeet Team, Vice President (2016 - 2018)
- Hellgate Civilian Shooters Club – Small Bore Rifle Competition (2007 - 2014)
- Loyola Sacred Heart Varsity Soccer (2011 - 2013)

SKILLS

- Extensive legislative affairs/intergovernmental relationships and involvement
- Legislative committee work knowledge with experience in committee presentation
- Team management and proficient with group presentation and public speaking



OFFICE OF EQUITY
AND DIVERSITY
875 Perimeter Drive MS 3157
Moscow ID 83844-3157

208-885-2468
208-885-6558 (FAX)
diversity@uidaho.edu

June 8, 2022

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

Dear Dr. Noh,

I have had the opportunity work with the University of Idaho EPSCoR office on funding opportunities that have targeted underrepresented populations. It has been brought to my attention that there is an opportunity to serve on the Idaho EPSCoR committee. I would very much like to be considered for a position.

Please find attached my statement of qualifications. Please feel free to contact me if you have any further questions or comments.

Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Yolanda Bisbee'.

Yolanda Bisbee, Ed.D.
Chief Diversity Officer &
Executive Director of Tribal Relations

Dr. Yolanda Bisbee

Dr. Yolanda Bisbee is an enrolled Nez Perce Tribal member and has a rich Hispanic background. Dr. Bisbee has thirty three years of work experience at the University of Idaho. She has completed her Master's in Higher Education Leadership and a Doctorate in Education from the University of Idaho.

Yolanda has over 31 years of experience working on federal grants where she has served as the director University of Idaho College Assistance Migrant Program (CAMP) which is funded under the Office of Migrant education and has served over 8 years as a program coordinator for the Federally funded TRIO grant Upward Bound. Yolanda currently services as the principal investigator/co-PI for several projects such as the LSAMP Bridge to Doctorate, Indigenous Knowledge for Effective Education Program, New Beginnings for Tribal Students (NBTS) and the College Assistance Migrant Program (CAMP).

Yolanda serves in two roles at the University of Idaho. She serves as the Executive Director of Tribal Relations for where she provides counsel to the president, provost and administration regarding Native American/Indigenous national and local issues for strategic planning and policy development; works on program development, implementation and evaluation of tribal related activities that further the university's strategic action plan goals; serves as the point of contact for Indigenous issues; and develops educational materials and protocols regarding tribal/university issues.

Yolanda also serves as the Chief Diversity Officer where she is responsible for promoting and facilitating the achievement of universities diversity goals. She provides Leadership and administrative oversight to the Office of Equity and Diversity which includes the Office of Multicultural Affairs, the Women's Center, the Office of LGBTQA, the College Assistance Migrant Program, and the Native American Student Center. Yolanda serves as a member of the President's Senior Leadership Council.

Yolanda is a former first-generation participant of the University of Idaho Upward Bound Program and is very knowledgeable of the barriers facing multicultural students at the secondary and post-secondary levels. Her background in student support services has contributed to her experience in developing culturally responsive recruitment and retention practices that benefit Native and Latino students.



2918 N. El Rancho Place, Boise ID 83704
Office: (208) 378-1513 Cell: (208) 870-0345 Fax: (888) 538-7703
www.idahowaterengineering.com info@idahowaterengineering.com

May 20, 2022

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

RE: Request to be Considered for Re-Appointment to the
Idaho EPSCoR Committee

Dear Dr. Noh,

It is my understanding that I am being considered for re-appointment to the Idaho EPSCoR Committee, and I am pleased to submit this letter expressing my interest in this appointment.

The EPSCoR program in Idaho has amassed an impressive breadth and depth of research in the years that the program has been funded. During the last 10 years while I have served on the Committee, I have observed the reason for this success. The Idaho program has always been well-run and expertly executed, demonstrating the high quality of people at all levels of Idaho's participation, from students to professors to EPSCoR staff to you as the Committee Chair.

I have especially enjoyed my assignment as the State Committee representative to the NASA EPSCoR award selection team. This has provided an exposure to some of the scientific research that is underway throughout the state.

I look forward to working with you and the others on the Committee if I am appointed to serve another term.

Sincerely,

A handwritten signature in black ink that reads "David R. Tuthill, Jr." with a stylized flourish at the end.

David R. Tuthill, Jr., Ph.D., P.E.
Owner

Enclosure: Brief Bio



David R. Tuthill, Jr., Ph.D., P.E.

Dave Tuthill has worked in the field of water resources throughout his career. He earned a B.S. in Agricultural Engineering from Colorado State University, an M.S. in Civil Engineering from the University of Colorado, and a Ph.D. from the University of Idaho. He worked for the Idaho Department of Water Resources (IDWR) from 1976 through June, 2009, serving in a variety of increasingly responsible positions for the agency, in both the State Office and the Western Regional Office. These assignments provided direct and applied experience in most of IDWR's regulatory and water right programs. During the period from January 1, 2007 through June 30, 2009, he served as Director of IDWR. In this capacity he was a member of the Cabinet of Governor C.L. "Butch" Otter, charged with the responsibility for planning and administration of water resources in the State of Idaho. The agency consisted of about 200 employees with an annual budget of about \$25M.

In 2009 Dave founded Idaho Water Engineering, LLC, and continues as a co-owner. Since its inception IWE has grown to include more than a dozen technical staff located throughout Idaho. The company specializes in water rights analysis and solutions, measurement and automation, ground water recharge, state and federal permitting, development and marketing. IWE has served more than 300 clients throughout Idaho, including individuals, canal companies, irrigation districts, municipalities, water user organizations, and government at all levels.

Dave is a retired Colonel in the Engineer Branch of the United States Army Reserves. He serves as Vice-President of Recharge Development Corporation, founded in 2013, and is a Principal in Clean Water Professionals, founded in 2015.

**CONSENT
AUGUST 24, 2022**

UNIVERSITY OF IDAHO

SUBJECT

Facilities Naming - Sandpoint Organic Agriculture Center Cider House - "Kincaid Cider House."

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.K. Naming/Memorializing Building and Facilities

BACKGROUND/DISCUSSION

The University of Idaho – Sandpoint Organic Agriculture Center (SOAC) was established in 2018 as the University’s only agricultural research station dedicated to organic and sustainable production practices. SOAC is a 66-acre property that includes a large conference center, bunk house, on-site housing for interns, and 27 acres of USDA Certified Organic fields, including the eight acre orchard dedicated to heritage tree fruit species. The orchard contains 650 trees, including 70 varieties of apples, 7 varieties of pears, 4 varieties of cherry, and 1000’ of raspberry rows. This property was acquired by the University in part through a donation from Dennis Pence, founder of Coldwater Creek in Sandpoint, Idaho.

Mr. Pence established the orchard, formerly known as Sandpoint Orchard, with the help of Neal Kincaid. Neal was a knowledgeable gardener and orchardist, who was born and raised in Sandpoint and took part in all that northern Idaho has to offer. Neal was vital in the development of the original orchard. He determined the orchard location, selected the first heritage varieties of apples, and oversaw the planting of the first trees in the orchard. He brought an understanding of the climate and soil conditions of the area gained from a lifetime of working outdoors in Bonner County. Neal’s knowledge came organically from the land and will continue to benefit the orchard into the future.

On December 19, 2018, just months after the University acquired the property, Neal passed away unexpectedly. It came as a shock and great loss to those who knew him. We are requesting that the cider house at SOAC be renamed as the "Kincaid Cider House" in recognition of Neal’s critical contribution to establishing the orchard. Dennis Pence fully supports renaming the cider house to memorialize Neal’s dedication to the orchard and sustainable fruit production; he has a giving history of over \$2.4M in land and cash and continues to consider future support for SOAC through a proposed \$1M endowed professorship.

IMPACT

Renaming the SOAC cider house as the Kincaid Cider House appropriately recognizes the significant effort and dedication put forth by Mr. Kincaid in the establishment of the orchard. It also strengthens critical University of Idaho community relations efforts in northern Idaho, and reinforces UI’s commitment to

CONSENT
AUGUST 24, 2022

its land grant mission. Kincaid is a name that will be recognized by community members visiting SOAC and serve as a reminder of the roots of SOAC in the close-knit community.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for someone other than a former employee of the system of higher education. These include consideration of the nature of the individual's gift and its significance to the institution; the eminence of the individual whose name is proposed and the individual's relationship to the institution.

Pursuant to Board Policy I.K.1.:

- a. Naming for an administrator, member of the faculty or employee of a unit responsible to the State Board of Education:
 - i. No building, facility, or administrative unit shall be named for a person currently employed within the system of higher education in Idaho, except when authorized by the Board.
 - ii. Memorialization of a building, facility, or administrative unit for a former employee retired or deceased shall be considered on the basis of the employee's service to education in the State of Idaho. Significant factors will include, but shall not be limited to:
 - 1) Recommendation of the chief executive officer of the institution and the recommendation of the institutional community.
 - 2) Contributions rendered to the academic area to which the building, facility, or administrative unit is primarily devoted.
- b. Naming of a building, facility, or administrative unit for someone other than a former employee of the system of higher education will be considered by the Board in accordance with 1.a. Additionally, the following shall apply:
 - i. When deemed appropriate, a facility, building, or administrative unit may be given a nonfunctional name intended to honor and memorialize a specific individual who has made a distinguished contribution to the University.
 - ii. Name for an individual in recognition of a gift.
 - 1) No commitment for naming shall be made to a prospective donor of a gift prior to Board approval of the proposed name.
 - 2) In reviewing requests for approval to name a facility, building, or administrative unit for a donor, the Board shall consider:
 - a) The nature of the proposed gift and its significance to the institution;

CONSENT
AUGUST 24, 2022

- b) The eminence of the individual whose name is proposed; and
- c) The individual's relationship to the institution.

Based on the information provided the proposed naming request meets the requirements in Board policy I.K.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to name the cider house auxiliary building at the University of Idaho Sandpoint Organic Agriculture Center the "Kincaid Cider House."

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
AUGUST 24, 2022

SUBJECT

School District Trustee Zones Boundaries

REFERENCE

April 21, 2011	Board approved requirements for school district trustee zone equalization proposals.
August 11, 2011	Board approved 41 and rejected 13 school district rezoning proposals
October 20, 2011	Board approved remaining trustee rezoning proposals.
April 18, 2013	Board approved two school district rezoning proposals.
April 5, 2021	Board approved school district and community college trustee zone redistricting proposal parameters.
January 13, 2022	Board approved school district Board of trustee rezoning requests triggered by the 2020 decennial census.
April 21, 2022	Board approved trustee zone rezoning requests for Norm Gem, Sugar Salem, and West Jefferson School Districts
June 15, 2022	Board approved trustee zone rezoning request for Ririe School District

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-313, Idaho Code

BACKGROUND/DISCUSSION

Pursuant to Section 33-313, Idaho Code, each school district must evaluate and submit a proposal to the State Board of Education (Board) to redefine trustee zones equalizing the population within each zone in the school district following the report of the decennial census. Each school district is required to present to the Board a proposal for equalizing zones within 120 days following the release of the decennial census report. Once submitted to the Board, the Board has 60 days to act on the proposals. Section 33-313, Idaho Code is not specific to what constitutes equalization.

At the April 5, 2021 Special Board meeting the Board adopted the following criteria for rezoning proposals:

- For the purpose of determining “equalized” populations between trustee zones, no one trustee zone shall differ in population by more than 10 percent (10%) from any other trustee zone within the school district or community college district.
- School districts shall use the most current State Board of Education approved legal descriptions for their school district boundary.
- Trustee zone boundaries shall follow census block boundaries or the exterior boundary of the school district, whichever is applicable. Trustee zone boundaries will group census blocks within common identifiable lines and trustee zone legal descriptions:

CONSENT
AUGUST 24, 2022

- Will follow common identifiable lines, i.e., section lines, subdivision boundaries, road centerlines, waterways, railroad lines, etc.
- Will split census blocks only when the proposal can demonstrate to the State Board of Education that any proposed deviation from census block boundaries will accurately account for all individuals within that census block.
- There may be circumstances in which the census block lines and the proposed trustee zone boundary lines do not match. In such cases the inconsistencies will need to be identified and a proposed solution for the population count for the census block or blocks affected must be included as part of the submitted proposal.
- Proposals shall include:
 - A copy of the legal description of each trustee zone prepared by a licensed attorney, licensed professional land surveyor, or licensed professional engineer professionally trained and experienced in legal descriptions of real property
 - A map of the district showing each trustee zone
 - The population of each trustee zone
 - A summary of each trustee zone population and the percentage difference between the largest trustee zone population and each of the other trustee zones
 - A list of sources used for data to create the proposal
 - Determination of the number of trustee zones and the date of expiration of the term of office for each trustee.
- Maps submitted with the proposal must include:
 - The proposed trustee zone boundaries
 - The existing trustee zone boundaries
 - Clearly delineate which is the existing and which is the proposed trustee zone boundary
 - Include the census block boundaries and populations within each block

IMPACT

Approval of the recommended school district rezoning proposals will bring the trustee zones into compliance with Section 33-313, Idaho Code, and complete the approval or consideration of the remaining school district boundaries.

ATTACHMENTS

Attachment 1 – Midvale School District Trustee Zone Legal Descriptions

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-313, Idaho Code, any proposal to define the boundaries of the trustee zones in a school district must include the determination of the number of trustee zones and the date of expiration of the term of office for each trustee. Any proposal must also include a legal description of each trustee zone, a map of the district showing how each trustee zone would then appear, and the approximate population each trustee zone would have should the proposal

CONSENT
AUGUST 24, 2022

become effective. Consistent with the requirements in Section 33-308, Idaho Code, the Board has required all submitted legal descriptions “be prepared by a licensed attorney, licensed professional land surveyor, or licensed professional engineer professionally trained and experienced in legal descriptions of real property.”

The Board has sixty (60) days after it has received a proposal to approve or disapprove the proposal. Should the Board disapprove a proposal, a board of trustees has forty-five (45) days to submit a revised proposal to the Board for consideration. Following approval of any amended trustee zones, the approved legal description of each trustee zone and map of the district showing how each trustee zone will appear must be filed by the school district board of trustees with the applicable county clerk. The Idaho 2020 Census Data was released on August 12, 2021, so the 120 day deadline was December 10, 2021. The Board received the proposals from the State Department of Education on January 5, 2022. The Board has 60 days after receiving the proposals to act.

The State Board of Education may reject a proposal for any of the following reasons:

- The creation of bizarrely-shaped zones or potential gerrymandering;
- Creating zones that differ more than 10 percent from any other trustee zone in the school district;
- Trustee zones that do not completely account for all areas within the district boundary;
- An inadequate legal description that does not meet professional standards;
- Proposals that are incomplete and don’t include adequate legal descriptions, map and population summaries;
- Proposals that fail to use approved district boundary legal descriptions; or
- Proposals that fail to utilize the 2020 Census Data as their source for population data.

The Board originally approved Midvale School District’s amended trustee zone boundaries at the January 13, 2022 special Board meeting. During the intervening time, Midvale School District identified an error in their original submittal. They are requesting re-approval of their trustee zones. The correction moves one census block and does not substantially affect the trustee zone population percentages.

Staff recommends approval.

BOARD ACTION

I move to approve the Midvale School District trustee zone boundary corrected legal description as submitted in Attachments 1.

Moved by _____ Seconded by _____ Carried Yes ____ No _____

MIDVALE SCHOOL DISTRICT #433
TRUSTEE ZONE NO. 1

BEGINNING at the intersection of the Dixie Creek and Old Highway Road on the North District Boundary of the Midvale School District; thence,
Northwest along said Dixie Creek to the Weiser River; thence,
South along said Weiser River to Shoepeg Road; thence,
West along said Shoepeg Road to US Hwy 95; thence,
Southwest along said US Hwy 95 to Canary Street; thence,
Southeast along said Canary Street to River Street; thence,
Southwest along said River Street to East Bridge Street; thence,
Southeasterly along said East Bridge Street turning into Old Highway Road; thence,
East along said Old Highway Road turning into Knob Hill Road; thence,
Southeasterly along said Knob Hill Road to Dobie Road; thence,
Southeast then East along said Dobie Road approximately 1.2 miles to an unnamed road; thence,
Northerly along said unnamed road approximately 2.1 miles to Dixie Creek Road; thence,
Easterly along said Dixie Creek Road transitioning into Bedrock Flat Road; thence,
East and north along Bedrock Flat Road to North District Boundary; thence,
West and north along said North District Boundary to the **POINT OF BEGINNING**.

MIDVALE SCHOOL DISTRICT #433
TRUSTEE ZONE NO. 2

BEGINNING at the intersection of the Weiser River and the Southwest District Boundary; thence,
Northeasterly meandering along said Weiser River to Deep Creek; thence,
Southeasterly meandering along said Deep Creek to Battershell Lane; thence,
Northeasterly along said Battershell Lane to Widner Road; thence,
East and North along said Widner Road to Farm to Market Road; thence,
Southeasterly along said Farm to Market Road to Pete Kriger Road; thence,
North along said Pete Kriger Road to Dobie Road; thence,
Northwesterly along said Dobie Road to Knob Hill Road; thence,
Southeasterly along said Knob Hill Road to Dobie Road; thence,
Southeast then East along said Dobie Road approximately 1.2 miles to an unnamed road; thence,
Northerly along said unnamed road approximately 2.1 miles to Dixie Creek Road; thence,
Easterly along said Dixie Creek Road transitioning into Bedrock Flat Road; thence,
East and North along Bedrock Flat Road to North District Boundary; thence,
East, South, West, North, West, North, West along District Boundary to the **POINT OF BEGINNING**.

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

**MIDVALE SCHOOL DISTRICT #433
TRUSTEE ZONE NO. 3**

BEGINNING on the east side of the Weiser River at East Bridge Street; thence,
South following the Weiser River to Deep Creek; thence,
Southeasterly meandering along said Deep Creek to Battershell Lane; thence,
Northeasterly along said Battershell Lane to Widner Road; thence,
East and North along said Widner Road to Farm to Market Road; thence,
Southeasterly along said Farm to Market Road to Pete Kriger Road; thence,
North along said Pete Kriger Road to Dobie Road; thence,
Northwesterly along said Dobie Road to Knob Hill Road; thence,
West along said Knob Hill Road turning into Old Hwy Road and said East Bridge Street
to the **POINT OF BEGINNING**.

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

**MIDVALE SCHOOL DISTRICT #433
TRUSTEE ZONE NO. 4**

BEGINNING at the intersection of the Weiser River and the Southwest District Boundary; thence,
Northeasterly meandering along said Weiser River to East Bridge Street; thence,
Northwesterly along said East Bridge Street to River Street; thence,
Northeast along said River Street to Canary Street; thence,
Northwest along said Canary Street and continuing into Keithly Creek Road; thence,
Northwest, then south then southeast along said Keithly Creek Road to US Hwy 95;
thence,
Southwest along said US Hwy 95 to Airport Road; thence,
West along said Airport Road to Sage Creek Road; thence,
South along said Sage Creek Road to said US Hwy 95; thence,
Southwesterly along said US Hwy 95 to the West District Boundary; thence,
South and east along said District Boundary to said Weiser River and the **POINT OF BEGINNING**.

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

**MIDVALE SCHOOL DISTRICT #433
TRUSTEE ZONE NO. 5**

BEGINNING at the intersection of the Dixie Creek and Old Highway Road on the North District Boundary of the Midvale School District; thence,
Northwest along said Dixie Creek to the Weiser River; thence,
South along said Weiser River to Shoepeg Road; thence,
West along said Shoepeg Road to US Hwy 95; thence,
Southwest along said US Hwy 95 to Keithly Creek Road; thence,
Northwest, then south, then southeast along said Keithly Creek Road to US Hwy 95; thence,
Southwest along said US Hwy 95 to Airport Road; thence,
West along said Airport Road to Sage Creek Road; thence,
South along said Sage Creek Road to said US Hwy 95; thence,
Southwesterly along said US Hwy 95 to the West District Boundary; thence,
North and east along the District Boundary to the **POINT OF BEGINNING**.

CONSENT
AUGUST 24, 2022

COLLEGE OF WESTERN IDAHO

SUBJECT

Idaho Collegiate Plate Program

REFERENCE

August 2010

Board approved the College of Western Idaho's participation in the Idaho Collegiate Plate Program and the proposed design for the license plate.

APPLICABLE STATUTE, RULE, OR POLICY

Section 49-418A, Idaho Code

BACKGROUND/DISCUSSION

The Board approved the College of Western Idaho's participation in the Idaho Collegiate Plate Program. The program provides an avenue for students, employees and general public to support the college. Section 49-418A(4)(b), Idaho Code outlines the format of all special college and university plates and requires that any plates for public colleges and university be approved by the State Board of Education.

IMPACT

The program provides funds to support student scholarships for Idaho residents.

ATTACHMENTS

Attachment 1 – Mock-up of proposed license plate design

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the College of Western Idaho to amend the design of the previously approved design for the Idaho Collegiate Plate program as submitted in Attachment 1 and to delegate future changes in the design to the College of Western Idaho Board of Trustees.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



CONSENT
AUGUST 24, 2022

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

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

REFERENCE

June 2016 Board accepted the 2015 Northwest Nazarene University Full Unit Review State Team Report

April 2019 Board accepted the 2018 Northwest Nazarene University Focused Visit State Team Report

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The Professional Standards Commission (PSC) is tasked by the State Board of Education (Board) with conducting a full unit review of all Board approved teacher preparation programs in Idaho on a seven (7) year cycle. The PSC convened a State Review Team (Team) of content experts from the fields of higher education and K-12 education and conducted a virtual, full unit review of Northwest Nazarene University's (NNU) approved educator preparation programs on March 14-16, 2022. The Team reviewed evidence to confirm whether each program leading to initial certification met the Idaho Standards for Initial Certification of Professional School Personnel, approved by the Board June 20, 2018. The review was held concurrently with the review of NNU's educator preparation programs by the Council for Accreditation of Educator Preparation (CAEP).

The NNU review included a pilot standard approval instrument, which was developed during Phase III work of the Educator Standards Working Group to provide EPPs the flexibility to demonstrate how their candidates met each overall standard. The revised instrument did not prevent NNU from utilizing indicators to help demonstrate how each standard was met and allowed NNU to provide a preponderance of evidence without indicator counting.

Upon completion of Team review, all NNU programs and state specific requirements were recommended for continued approval. No rejoinder to the State Team report was submitted by NNU for PSC consideration. On June 16, 2022, the PSC Standards Committee reviewed the final report submitted by the Team. The Standards Committee brought the report to the full PSC on June 17, 2022, and the full PSC voted to recommend the Board approve the NNU State Team Report as provided in Attachment 1.

CONSENT
AUGUST 24, 2022

IMPACT

Acceptance of the state team report provides continued approval of NNU's teacher preparation programs for initial certification in acknowledgement that NNU's programs for initial certification appropriately embed state teacher preparation standards.

ATTACHMENTS

Attachment 1 – NNU Final State Review Team Report

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 Professional Standards Commission (Commission). Recommendations are then brought forward to the Board for consideration. The review process is designed to ensure the programs are meeting the Board-approved standards for Initial Certification of Professional School Personnel (Certification Standards) for the applicable program areas. Certification Standards are designed to ensure that educators are prepared to teach the state content standards for their applicable subject areas and are up-to-date on best practices in various teaching methodologies.

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

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

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission and to approve Northwest Nazarene University's educator preparation program and endorsement as recommended in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAHO EDUCATOR PREPARATION PROGRAM REVIEW

STATE TEAM REPORT

NORTHWEST NAZARENE UNIVERSITY

MARCH 14-16, 2022

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



TABLE OF CONTENTS

Introduction 3

Program Approval Recommendations..... 5

Standard Approval Instrument Pilot..... 8

Idaho Core Teaching Standards..... 9

State Specific Requirements 29

Idaho Comprehensive Literacy Standards..... 29

Pre-Service Technology Standards..... 36

Idaho Standards for Model Preservice Student Teaching..... 41

Institutional Recommendations..... 46

Idaho Foundation Standards for Communication Arts Teachers 51

Idaho Standards for Speech and Debate Teachers 55

Idaho Standards for Elementary Education Teachers..... 59

Idaho Standards for English Language Arts Teachers 67

Idaho Standards for Health Teachers 77

Idaho Standards for Mathematics Teachers 84

Idaho Standards for Physical Education Teachers 92

Idaho Foundation Standards for Science Teachers..... 101

Idaho Standards for Biology Teachers 110

Idaho Standards for Chemistry Teachers..... 113

Idaho Standards for Physics Teachers..... 117

Idaho Foundation Standards for Social Studies Teachers 120

Idaho Standards for American Government/Political Science Teachers 125

Idaho Standards for History Teachers..... 128

Idaho Foundation Standards for Visual and Performing Arts Teachers..... 131

Idaho Standards for Music Teachers..... 139

Idaho Standards for Visual Arts Teachers..... 143

Idaho Standards for World Languages Teachers 146

Administrator Endorsements 156

Idaho Standards for School Principals..... 156

Idaho Standards for Superintendents 169

Idaho Standards for Special Education Directors..... 178

INTRODUCTION

Established in 1913, Northwest Nazarene University (NNU) is a nonprofit comprehensive Christian university founded upon a liberal arts philosophy of education. The mission of the College of Education at Northwest Nazarene University is to be Christ-centered in the preparation of compassionate, successful leaders and educators who are called to serve, open to change, responsive to all, and empowered to succeed throughout the global community. The Northwest Commission on Colleges and Universities (NWCCU), an independent, nonprofit membership organization, has accredited 27 separate degree programs within the College of Education: two (2) associate degrees, 11 baccalaureate degrees, six (6) master's degrees, six (6) education specialist degrees, and two (2) doctoral degrees. NNU has prepared professional educators since 1931.

Northwest Nazarene University's education programs have maintained continuous accreditation through the National Council of Accreditation of Teacher Education (NCATE) since 1967. The EPP is currently in the process of renewing national accreditation through the Council for the Accreditation of Educator Preparation (CAEP). The Council for Accreditation of Counseling and Related Educational Programs (CACREP) accredits the School Counseling program.

The purpose of the on-site review was to determine if sufficient evidence was presented indicating that candidates at NNU meet state standards for initial certification. The review was conducted by a 16-member state program approval team, accompanied by two (2) state facilitators.

- Kristi Enger, Team Chair – Idaho Division of Career Technical Education
- Suzanne Beasterfield – Idaho State University
- Dr. Dean Cloward – Brigham Young University-Idaho
- Dr. Amanda Eller – Idaho State University
- Dr. Christian Godfrey – College of Eastern Idaho
- Dr. Paul Johanson – Brigham Young University-Idaho
- Johanna Jones – Idaho State Department of Education
- Karla LaOrange – Brigham Young University-Idaho
- Dr. Jonathan Lord – College of Southern Idaho
- Rebecca Martin – Idaho State Department of Education
- Aaron McKinnon – Idaho State Department of Education
- Dr. Terah Moore – College of Idaho
- Karen Pyron – Idaho School Boards Association
- Dr. Sherawn Reberry – West Ada School District 002
- Dr. Kevin Talbert – College of Idaho
- Dr. Royal Toy – Lewis-Clark State College
- Dr. Bethani Studebaker, State Facilitator – Idaho State Department of Education
- Helen Henderson, State Facilitator – Idaho State Department of Education

The standards used to validate the Institutional Report were the State Board of Education approved *Idaho Standards for the Initial Certification of Professional School Personnel* (ISICPSP).

The State Board approved knowledge and performance indicators, as well as rubrics, were used to assist team members in determining how well standards were being met. Idaho Core Teaching Standards as well as individual program foundation and enhancement standards were reviewed.

Team members looked for evidence provided by the institution to validate each standard. These artifacts included but were not limited to course syllabi, lesson plans, candidate projects and reflections, Praxis® II and other assessment outcomes, observations, and accommodation plans.

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

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

PROGRAM APPROVAL RECOMMENDATIONS

Standards/Program	Recommendation	Notes
Idaho Core Teaching Standards	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
State Specific Requirements – Idaho Comprehensive Literacy Standards	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
State Specific Requirements – Pre-Service Technology Standards	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
State Specific Requirements – Idaho Standards for Model Preservice Student Teaching Experience	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
State Specific Requirements – Institutional Recommendations	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Foundation Standards for Communication Arts Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Speech and Debate Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Elementary Education Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for English Language Arts Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Health Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Mathematics Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Physical Education Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	

Standards/Program	Recommendation	Notes
Idaho Foundation Standards for Science Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Biology Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Chemistry Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Physics Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Foundation Standards for Social Studies Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for American Government/Political Science Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for History Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Foundation Standards for Visual and Performing Arts Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Music Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Visual Arts Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for World Languages Teachers	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for School Principals	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	
Idaho Standards for Superintendents	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	

Standards/Program	Recommendation	Notes
Idaho Standards for Special Education Directors	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Not Approved	

STANDARD APPROVAL INSTRUMENT PILOT

At the September 16, 2021, meeting of the Professional Standards Commission's Standards Committee, the Committee approved a request from Northwest Nazarene University (NNU) to pilot a standard approval instrument to be used in the state team report template for the March 14-16, 2022, review of NNU's educator preparation programs. The standard approval instrument, created during Phase III work of the Educator Standards Working Group, reports alignment to the overall standard.

Pilot Standard Approval Instrument

Does Not Meet Standard	Meets Standard
Evidence provided by the EPP does not demonstrate candidates meet the standard.	Evidence provided by the EPP demonstrates candidates meet the standard.

The revised instrument provides each EPP the flexibility to demonstrate how its candidates meet each standard. Moreover, the revised instrument does not prevent an EPP from utilizing indicators to help demonstrate how each standard is met.

IDAHO CORE TEACHING STANDARDS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Knowledge

- 1(a) The teacher understands how learning occurs--how learners construct knowledge, acquire skills, and develop disciplined thinking processes--and knows how to use instructional strategies that promote student learning.
- 1(b) The teacher understands that each learner's cognitive, linguistic, social, emotional, and physical development influences learning and knows how to make instructional decisions that build on learners' strengths and needs.
- 1(c) The teacher knows how to identify readiness for learning and understands that development in any one area (cognitive, linguistic, social, emotional, and physical) may affect performance in others.
- 1(d) The teacher understands the role of language, culture, and socio-historical context in learning and knows how to differentiate instruction to make language comprehensible and instruction relevant, accessible, and challenging.

Performance

- 1(e) The teacher regularly assesses individual and group performance in order to design and differentiate instruction to meet learners' needs in each area of development (cognitive, linguistic, social, emotional, and physical) and scaffolds the next level of development.
- 1(f) The teacher creates developmentally appropriate instruction that takes into account individual learners' strengths, interests, needs, and background that enables each learner to advance and accelerate his/her learning.
- 1(g) The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development.

Disposition

- 1(h) The teacher respects learners' differing strengths and needs and is committed to using this information to further each learner's development
- 1(i) The teacher is committed to using learners' strengths as a basis for growth, and their misconceptions as opportunities for learning.
- 1(j) The teacher takes responsibility for promoting learners' growth and development.
- 1(k) The teacher values collaborative relationships with families, colleagues, and other professionals in understanding and supporting each learner's development.

Standard 1 Sources of Evidence

- EDUC 4460/3410/2250/4870: Syllabi
- Teacher work sample lesson plans and reflections
- Elementary candidate work blog
- Home-school communication log
- Journey to Opportunity reflection
- Journal reflections
- Universal Design for Learning (UDL) Unit Accommodation Plan
- P-12 Project

Standard 1 Analysis

Teacher candidate interviews, teacher work sample reflections, the Journey to Opportunity and journal reflections, and various syllabi provide sufficient evidence that candidates understand how learners grow and develop; recognize that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas; and design and implement developmentally appropriate and challenging learning experiences.

Standard 1	Does Not Meet Standard	Meets Standard
Learner Development		X

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Knowledge

- 2(a) The teacher understands and identifies differences in approaches to learning and performance and knows how to design instruction that uses each learner’s strengths to promote growth.
- 2(b) The teacher understands students with exceptional needs, including those associated with disabilities and giftedness, and knows how to use strategies and resources to address these needs.
- 2(c) The teacher knows about linguistic diversity and second language acquisition processes and knows instructional strategies and resources to support language acquisition.
- 2(d) The teacher understands that learners bring assets for learning based on their individual experiences, abilities, talents, prior learning, and peer and social group interactions, as well as contemporary and historical impacts on language, culture, family, and community values.

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

Performance

- 2(f) The teacher designs, adapts, and delivers instruction to address each student's diverse learning strengths and needs and creates opportunities for students to demonstrate their learning in different ways.
- 2(g) The teacher makes appropriate and timely provisions (e.g., pacing for individual rates of growth, task demands, communication, assessment, response modes) for individual students with particular learning differences or needs.
- 2(h) The teacher designs instruction to build on learners' prior knowledge and experiences, allowing learners to accelerate as they demonstrate their understandings.
- 2(i) The teacher brings multiple perspectives to the discussion of content, including attention to learners' personal, family, and community experiences and cultural norms.
- 2(j) The teacher incorporates tools of language development into planning and instruction, including strategies for making content accessible to English language learners and for evaluating and supporting their development of English proficiency.
- 2(k) The teacher accesses resources, supports, and specialized assistance and services to meet particular learning differences or needs.

Disposition

- 2(l) The teacher believes that all learners can achieve at high levels and persists in helping each learner reach his/her full potential.
- 2(m) The teacher respects learners as individuals with differing personal and family backgrounds and various skills, abilities, perspectives, talents, and interests.
- 2(n) The teacher makes learners feel valued and helps them learn to value each other.
- 2(o) The teacher values diverse languages and dialects and seeks to integrate them into his/her instructional practice to engage students in learning.
- 2(p) The teacher values the cultural resources (language, history, indigenous knowledge) of American Indian students and their communities.

Standard 2 Sources of Evidence

- EDUC 3510 Unit UDL accommodation and learner diversity plan
- EDUC 3510 Unit assessment plan
- EDUC 4465 Learning-teaching context for Teaching Work (TW)
- EDUC 3150 Lesson plan with accommodations
- EDUC 3150 Midterm essay
- EDUC 4460 Teacher work sample, lesson plans, and reflections

- EDUC 3410 SIOP Components Summary candidate project
- EDUC 3310 ELP case study presentation
- Co-teaching observation
- SIOP lesson plan
- EDUC 2250 Journey to Opportunity
- EDUC 2250 Field experience project presentations
- EDUC 2250 My Cultural presentation
- EDUC 2250 Social justice project
- Social Studies unit
- EDU 4450 Elementary candidate work
- Student teaching diversity survey

Standard 2 Analysis

The artifacts demonstrate that the candidates' understanding of individual differences and diverse cultures and communities are sufficient to ensure inclusive learning environments that enable each learner to meet high standards.

The EPP provided many forms of evidence that allude to the understanding and application of individual learning differences in planning, reflection, and teaching. Additional evidence regarding the understanding of diverse cultures and communities to ensure inclusive learning environments is recommended. The preponderance of the evidence targeting culture seemed to come from an understanding of language differences rather than culture.

Standard 2	Does Not Meet Standard	Meets Standard
Learning Differences		X

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Knowledge

- 3(a) The teacher understands the relationship between motivation and engagement and knows how to design learning experiences using strategies that build learner self-direction and ownership of learning (e.g., principles of universal design for learning and culturally responsive pedagogy).
- 3(b) The teacher knows how to create respectful learning communities where learners work collaboratively to achieve learning goals.
- 3(c) The teacher knows how to collaborate with learners to establish and monitor elements of safe and productive learning environments including norms, expectations, routines, organizational structures, and multiple levels of behavioral interventions.

- 3(d) The teacher understands how learner diversity can affect communication and knows how to communicate effectively in differing environments, including virtual spaces.
- 3(e) The teacher knows how to use technologies and how to guide learners to apply them in appropriate, safe, and effective ways.

Performance

- 3(f) The teacher collaborates with learners, families, and colleagues to build a safe, positive learning climate of openness, mutual respect, support, and inquiry.
- 3(g) The teacher develops learning experiences that engage learners in collaborative and self-directed learning and that extend learner interaction with diverse local and global ideas.
- 3(h) The teacher collaborates with learners and colleagues to develop shared values and expectations for respectful interactions, rigorous academic discussions, and individual and group responsibility for quality work.
- 3(i) The teacher manages the learning environment to actively and equitably engage learners by organizing, allocating, and coordinating the resources of time, space, and learners' attention.
- 3(j) The teacher uses a variety of methods to engage learners in evaluating the learning environment, collaborating with them to make appropriate adjustments, and employing multiple levels of behavioral interventions.
- 3(k) The teacher communicates verbally and nonverbally in ways that demonstrate respect for and responsiveness to the cultural backgrounds and differing perspectives learners bring to the learning environment.
- 3(l) The teacher promotes responsible learner use of interactive technologies to extend the possibilities for learning locally and globally.
- 3(m) The teacher intentionally builds learner capacity to collaborate in face-to-face and virtual environments through applying effective interpersonal communication skills.

Disposition

- 3(n) The teacher is committed to working with learners, colleagues, families, and communities to establish positive and supportive learning environments.
- 3(o) The teacher values the role of learners in promoting each other's learning and recognizes the importance of peer relationships in establishing a climate of learning.
- 3(p) The teacher is committed to supporting learners as they participate in decision making, engage in exploration and invention, work collaboratively and independently, and engage in purposeful learning.
- 3(q) The teacher seeks to foster respectful communication and develop rapport among all members of the learning community.
- 3(r) The teacher is a thoughtful and responsive listener and observer.

Standard 3 Sources of Evidence

- EDUC 3240/3750: Syllabi
- Candidate lesson plans
- Candidate observation
- Journal excerpt
- Classroom management plan
- Professional Learning Communities (PLC) learning evidence
- Coaching guide
- Amendment project
- Candidate interviews

Standard 3 Analysis

Teacher candidate interviews, observations, classroom management plan, and coaching guide all provide sufficient evidence the candidate works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 3	Does Not Meet Standard	Meets Standard
Learning Environments		X

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands major concepts, assumptions, debates, processes of inquiry, and ways of knowing that are central to the discipline(s) he/she teaches.
- 4(b) The teacher understands common misconceptions in learning the discipline and how to guide learners to accurate conceptual understanding.
- 4(c) The teacher knows and uses the academic language of the discipline and knows how to make it accessible to learners.
- 4(d) The teacher knows how to integrate culturally relevant content to build on learners' background knowledge.
- 4(e) The teacher has a deep knowledge of student content standards and learning progressions in the discipline(s) he/she teaches.

Performance

- 4(f) The teacher effectively uses multiple representations and explanations that capture key ideas in the discipline, guide learners through learning progressions, and promote each learner's achievement of content standards.
- 4(g) The teacher engages students in learning experiences in the discipline(s) that encourage learners to understand, question, and analyze ideas from diverse perspectives so that they master the content.
- 4(h) The teacher engages learners in applying methods of inquiry and standards of evidence used in the discipline.
- 4(i) The teacher stimulates learner reflection on prior content knowledge, links new concepts to familiar concepts, and makes connections to learners' experiences.
- 4(j) The teacher recognizes learner misconceptions in a discipline that interfere with learning, and creates experiences to build accurate conceptual understanding.
- 4(k) The teacher evaluates and modifies instructional resources and curriculum materials for their comprehensiveness, accuracy for representing particular concepts in the discipline, and appropriateness for his/her learners.
- 4(l) The teacher uses supplementary resources and technologies effectively to ensure accessibility and relevance for all learners.
- 4(m) The teacher creates opportunities for students to learn, practice, and master academic language in their content.
- 4(n) The teacher accesses school and/or district-based resources to evaluate the learner's content knowledge in their primary language.

Disposition

- 4(o) The teacher realizes that content knowledge is not a fixed body of facts but is complex, culturally situated, and ever evolving. He/she keeps abreast of new ideas and understandings in the field.
- 4(p) The teacher appreciates multiple perspectives within the discipline and facilitates learners' critical analysis of these perspectives.
- 4(q) The teacher recognizes the potential of bias in his/her representation of the discipline and seeks to appropriately address problems of bias.
- 4(r) The teacher is committed to work toward each learner's mastery of disciplinary content and skills.

Standard 4 Sources of Evidence

- EDUC 3410 Content Pedagogy paper
- Elementary science lesson example
- Teacher Toolbox
- Digital portfolio

- Tiered words graphic organizer,
- EDUC 3410 Vocabulary lesson plan
- Candidate observation
- Journal entries

Standard 4 Analysis

The sources of evidence provide assurance that candidates understand the central concepts, tools of inquiry, and structures of the discipline taught, and create learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher understands the ways of knowing in his/her discipline, how it relates to other disciplinary approaches, and the strengths and limitations of each approach in addressing problems, issues, and concerns.
- 5(b) The teacher understands how current interdisciplinary themes (e.g., civic literacy, health literacy, global mindedness) connect to the core subjects and knows how to weave those themes into meaningful learning experiences.
- 5(c) The teacher understands the demands of accessing and managing information as well as how to evaluate issues of ethics and quality related to information and its use.
- 5(d) The teacher understands how to use digital and interactive technologies for efficiently and effectively achieving specific learning goals.
- 5(e) The teacher understands critical thinking processes and knows how to help learners develop high level questioning skills to promote their independent learning.
- 5(f) The teacher understands multiple forms of communication as vehicles for learning across disciplines and for expressing learning.
- 5(g) The teacher understands creative thinking processes and how to engage learners in producing original work.
- 5(h) The teacher knows where and how to access resources to build global mindedness and multiple perspectives and how to integrate them into the curriculum.

Performance

- 5(i) The teacher develops and implements projects that guide learners in analyzing the complexities of an issue or question using perspectives from varied disciplines and cross-disciplinary skills (e.g., a water quality study that draws upon biology and chemistry to look at factual information and social studies to examine policy implications).
- 5(j) The teacher engages learners in applying content knowledge to real world problems through the lens of interdisciplinary themes (e.g., financial literacy, environmental literacy).
- 5(k) The teacher facilitates learners' use of current tools and resources to maximize content learning in varied contexts.
- 5(l) The teacher develops learners' communication skills in disciplinary and interdisciplinary contexts by creating meaningful opportunities to employ a variety of forms of communication that address varied cultures, audiences and purposes.
- 5(m) The teacher engages learners in challenging assumptions, generating and evaluating new ideas and novel approaches, seeking inventive solutions to problems, and developing original work.
- 5(n) The teacher facilitates learners' ability to develop diverse social and cultural perspectives that expand their understanding of local and global issues and create novel approaches to solving problems.
- 5(o) The teacher develops and implements supports for learner literacy development across content areas.

Disposition

- 5(p) The teacher is constantly exploring how to use disciplinary knowledge as a lens to address local and global issues.
- 5(q) The teacher values knowledge outside his/her own content area and how such knowledge enhances student learning.
- 5(r) The teacher values flexible learning environments that encourage learner exploration, discovery, and expression across content areas.

Standard 5 Sources of Evidence

- EDUC 3410/4540: Syllabi
- Content pedagogy paper
- Literacy Toolbox assignment
- Lesson plan: Influence of Communication and Ethical Consideration
- App Smashing Assignment
- Teacher reflection on student learning
- Allowed Choices attribute assignment
- Digital citizenship assignment

Standard 5 Analysis

Teacher candidate interviews, the Literacy Toolbox assignment, App Smashing assignment and Allowed Choices attribute assignment all provide sufficient evidence the candidate understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues. Direct instruction lesson plans demonstrably drew problem solving and global issues to the candidate's forefront.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Knowledge

- 6(a) The teacher understands the differences between formative and summative applications of assessment and knows how and when to use each.
- 6(b) The teacher understands the range of types and multiple purposes of assessment and how to design, adapt, or select appropriate assessments to address specific learning goals and individual differences, and to minimize sources of bias.
- 6(c) The teacher knows how to analyze assessment data to understand patterns and gaps in learning, to guide planning and instruction, and to provide meaningful feedback to all learners.
- 6(d) The teacher knows when and how to engage learners in analyzing their own assessment results and in helping to set goals for their own learning.
- 6(e) The teacher understands the positive impact of effective descriptive feedback for learners and knows a variety of strategies for communicating this feedback.
- 6(f) The teacher knows when and how to evaluate and report learner progress against standards.
- 6(g) The teacher understands how to prepare learners for assessments and how to make accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.
- 6(h) The teacher understands the ethical responsibilities in selection, administration, and evaluation of student assessment and handling of student assessment data.

Performance

- 6(i) The teacher balances the use of an effective range of formative and summative assessment strategies to support, verify, and document learning.

- 6(j) The teacher designs assessments that match learning objectives with assessment methods and minimizes sources of bias that can distort assessment results.
- 6(k) The teacher works independently and collaboratively to examine test and other performance data to understand each learner's progress and to guide planning.
- 6(l) The teacher engages learners in understanding and identifying quality work and provides them with effective descriptive feedback to guide their progress toward that work.
- 6(m) The teacher engages learners in multiple ways of demonstrating knowledge and skill as part of the assessment process.
- 6(n) The teacher models and structures processes that guide learners in examining their own thinking and learning as well as the performance of others.
- 6(o) The teacher effectively uses multiple and appropriate types of assessment data to identify each student's learning needs and to develop differentiated learning experiences.
- 6(p) The teacher prepares all learners for the demands of particular assessment formats and makes appropriate accommodations in assessments or testing conditions, especially for learners with disabilities and language learning needs.
- 6(q) The teacher continually seeks appropriate ways to employ technology to support assessment practice both to engage learners more fully and to assess and address learner needs.

Disposition

- 6(r) The teacher is committed to engaging learners actively in assessment processes and to developing each learner's capacity to review and communicate about their own progress and learning.
- 6(s) The teacher takes responsibility for aligning instruction and assessment with learning goals.
- 6(t) The teacher is committed to providing timely and effective descriptive feedback to learners on their progress.
- 6(u) The teacher is committed to using multiple types of assessment processes to support, verify, and document learning.
- 6(v) The teacher is committed to making accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.
- 6(w) The teacher is committed to the ethical use of various assessments and assessment data to identify learner strengths and needs to promote learner growth.

Standard 6 Sources of Evidence

- EDUC3410 Writing lesson plan
- Teacher work sample (TWS)

- EDUC 4450 P-12
- Assessment plans
- Student learning data
- Administrator interviews

Standard 6 Analysis

The sources of evidence cited above provide proof that the candidates understand and use multiple methods of assessment to engage learners in their own growth, monitor learner progress, and guide decision making for themselves and their students.

Standard 6	Does Not Meet Standard	Meets Standard
Assessment		X

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Knowledge

- 7(a) The teacher understands content and content standards and how these are organized in the curriculum.
- 7(b) The teacher understands how integrating cross-disciplinary skills in instruction engages learners purposefully in applying content knowledge.
- 7(c) The teacher understands learning theory, human development, cultural diversity, and individual differences and how these impact ongoing planning.
- 7(d) The teacher understands the strengths and needs of individual learners and how to plan instruction that is responsive to these strengths and needs.
- 7(e) The teacher knows a range of evidence-based instructional strategies, resources, and technological tools and how to use them effectively to plan instruction that meets diverse learning needs.
- 7(f) The teacher knows when and how to adjust plans based on assessment information and learner responses.
- 7(g) The teacher knows when and how to access resources and collaborate with others to support student learning (e.g., special educators, related service providers, language learner specialists, librarians, media specialists, professional organizations, community organizations, community members).

Performance

- 7(h) The teacher individually and collaboratively selects and creates learning experiences that are appropriate for curriculum goals and content standards, and are relevant to learners.
- 7(i) The teacher plans how to achieve each student's learning goals, choosing appropriate strategies and accommodations, resources, and materials to differentiate instruction for individuals and groups of learners.
- 7(j) The teacher develops appropriate sequencing of learning experiences and provides multiple ways to demonstrate knowledge and skill.
- 7(k) The teacher plans for instruction based on formative and summative assessment data, prior learner knowledge, and learner interest.
- 7(l) The teacher plans collaboratively with professionals who have specialized expertise (e.g., special educators, related service providers, language learning specialists, librarians, media specialists) to design and jointly deliver as appropriate learning experiences to meet unique learning needs.
- 7(m) The teacher evaluates plans in relation to short- and long-range goals and systematically adjusts plans to meet each student's learning needs and enhance learning.

Disposition

- 7(n) The teacher respects learners' diverse strengths and needs and is committed to using this information to plan effective instruction.
- 7(o) The teacher values planning as a collegial activity that takes into consideration the input of learners, colleagues, families, and the larger community.
- 7(p) The teacher is committed to using short- and long-term planning as a means of assuring student learning.
- 7(q) The teacher is committed to reflecting on the effectiveness of lessons and seeks to revise plans to meet changing learner needs and circumstances.

Standard 7 Sources of Evidence

- EDUC 4460/4465/7460/4590/3510: Syllabi
- TWS samples
- H.A.C.K. (Highly Structured, Allowed Choices, Consistent Application, and Knowledge Centered) That lesson
- Unit standards alignment chart
- Elementary candidate work discussion board
- CORE Six Strategies[®] teaching assignment
- Culture and Emotions in Learning discussion board

Standard 7 Analysis

Candidate interviews, TWS samples, CORE Six Strategies® teaching assignment, H.A.C.K. That lesson, and discussion board postings provide sufficient evidence the candidate plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 7	Does Not Meet Standard	Meets Standard
Planning for Instruction		X

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Knowledge

- 8(a) The teacher understands the cognitive processes associated with various types of learning (e.g., critical and creative thinking, problem framing and problem solving, invention, memorization and recall) and how these processes can be stimulated.
- 8(b) The teacher knows how to apply an effective range of developmentally, culturally, and linguistically responsive instructional strategies to achieve learning goals.
- 8(c) The teacher knows when and how to use effective strategies to differentiate instruction and engage all learners in complex thinking and meaningful tasks.
- 8(d) The teacher understands how multiple forms of communication (oral, written, nonverbal, digital, visual) convey ideas, foster self-expression, and build connections.
- 8(e) The teacher knows how to use a wide variety of resources, including human and technological, to engage students in learning.
- 8(f) The teacher understands how content and skill development can be supported by media and technology and knows how to evaluate these resources for quality, accuracy, and effectiveness.

Performance

- 8(g) The teacher uses appropriate strategies and resources to adjust instruction to meet the needs of individuals and groups of learners.
- 8(h) The teacher continuously monitors student learning, engages learners in assessing their progress, and adjusts instruction in response to student learning needs.
- 8(i) The teacher collaborates with learners to design and implement relevant learning experiences, identify their strengths, and/or access family and community resources to develop their areas of interest.

- 8(j) The teacher varies his/her role in the instructional process (e.g., instructor, facilitator, coach, audience) in relation to the content and purposes of instruction and the needs of learners.
- 8(k) The teacher provides multiple models and representations of concepts and skills with opportunities for learners to demonstrate their knowledge through a variety of products and performances.
- 8(l) The teacher engages all learners in developing higher order questioning skills and metacognitive processes.
- 8(m) The teacher engages learners in using a range of learning skills and technology tools to access, interpret, evaluate, and apply information.
- 8(n) The teacher uses a variety of instructional strategies to support and expand learners' communication through speaking, listening, reading, writing, and other methods of communication.
- 8(o) The teacher asks questions to stimulate discussions that serve different purposes.

Disposition

- 8(p) The teacher is committed to deepening awareness and understanding of the strengths and needs of diverse learners when designing flexible instruction.
- 8(q) The teacher values the variety of ways people communicate and encourages learners to develop and use multiple forms of communication.
- 8(r) The teacher is committed to exploring how the use of new and emerging technologies can support and promote student learning.
- 8(s) The teacher values flexibility and reciprocity in the teaching process as necessary for adjusting instruction to learner responses, ideas, and needs.

Standard 8 Sources of Evidence

- EDUC 4555 Elem discussion board
- App Smashing 1-3
- Student teaching observations
- CORE Six Strategies[®] teaching assignment
- EDUC 3410 Teacher Literacy Toolbox
- Platforms LIVE!
- Teacher work sample lesson plans and reflections
- EDUC4450/4870 P-12
- Faculty interviews

Standard 8 Analysis

The sources of evidence demonstrate that candidates understand and use a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 8	Does Not Meet Standard	Meets Standard
Instructional Strategies		X

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Knowledge

- 9(a) The teacher understands and knows how to use a variety of self-assessment and problem-solving strategies to analyze and reflect on his/her practice and to plan for adaptations/adjustments.
- 9(b) The teacher knows how to use learner data to analyze practice and differentiate instruction accordingly.
- 9(c) The teacher understands how personal identity, worldview, and prior experience affect perceptions and expectations, and recognizes how they may bias behaviors and interactions with others.
- 9(d) The teacher understands laws and responsibilities related to the learner (e.g., educational equity, appropriate education for learners with disabilities, confidentiality, privacy, appropriate treatment of learners, reporting in situations related to possible child abuse).
- 9(e) The teacher understands professional responsibilities (e.g., responsibilities to the profession, for professional competence, to students, to the school community, and regarding the ethical use of technology).
- 9(f) The teacher understands the Code of Ethics for Idaho Professional Educators and its place in supporting the integrity of the profession.
- 9(g) The teacher knows about the unique status of American Indian tribes, tribal sovereignty, and has knowledge of tribal communities.*

Performance

- 9(h) The teacher engages in ongoing learning opportunities to develop knowledge and skills in order to provide all learners with engaging curriculum and learning experiences based on local and state standards.
- 9(i) The teacher engages in meaningful and appropriate professional learning experiences aligned with his/her own needs and the needs of the learners, school, and system.
- 9(j) Independently and in collaboration with colleagues, the teacher uses a variety of data (e.g., systematic observation, information about learners, research) to evaluate the outcomes of teaching and learning and to adapt planning and practice.

- 9(k) The teacher actively seeks professional, community, and technological resources, within and outside the school, as supports for analysis, reflection, and problem-solving.
- 9(l) The teacher identifies and reflects on his/her own beliefs and biases and utilizes resources to broaden and deepen his/her own understanding of cultural, ethnic, gender, and learning differences to develop reciprocal relationships and create more relevant learning experiences.
- 9(m) The teacher advocates, models, and teaches safe, legal, and ethical use of information and technology including appropriate documentation of sources and respect for others in the use of social media.
- 9(n) The teacher builds and implements an Individualized Professional Learning Plan (IPLP) directly aligned with his/her needs as a growing professional using feedback from teacher evaluations and observations, data on learner performance, and school- and system-wide priorities.
- 9(o) The teacher engages in respectful inquiry of diverse historical contexts and ways of knowing, and leverages that knowledge to cultivate culturally responsive relationships with learners, families, other professionals, and the community.

Disposition

- 9(p) The teacher takes responsibility for student learning and uses ongoing analysis and reflection to improve planning and practice.
- 9(q) The teacher is committed to culturally responsive teaching.
- 9(r) The teacher sees him/herself as a learner, continuously seeking opportunities to draw upon current education policy and research as sources of analysis and reflection to improve practice.
- 9(s) The teacher understands the expectations of the profession including codes of ethics, professional standards of practice, and relevant law and policy.

Standard 9 Sources of Evidence

- EDUC 3510/7651/2250/3000/3920/7120: Syllabi
- Video lesson content reflection
- Education law candidate case briefings
- Candidate reflection journal
- Formative analysis assignment
- Elementary candidate exemplar
- Social justice project
- Sampling of ethics and child abuse reporting questions on final exam (Elementary and Secondary)
- Candidates' final exam ethics essays
- Student teaching diversity survey results

Standard 9 Analysis

Candidate interviews, reflection journals, Social Justice project, final exam ethics essays, and lesson plans combine to provide sufficient evidence that the candidate engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 9	Does Not Meet Standard	Meets Standard
Professional Learning and Ethical Practice		X

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Knowledge

- 10(a) The teacher understands schools as organizations within a historical, cultural, political, and social context and knows how to work with others across the system to support learners.
- 10(b) The teacher understands that alignment of family, school, and community spheres of influence enhances student learning and that discontinuity in these spheres of influence interferes with learning.
- 10(c) The teacher knows how to work with other adults and has developed skills in collaborative interaction appropriate for both face-to-face and virtual contexts.
- 10(d) The teacher knows how to contribute to a common culture that supports high expectations for student learning.
- 10(e) The teacher understands the value of leadership roles at the school, district, state, and/or national level and advocacy for learners, the school, the community, and the profession.

Performance

- 10(f) The teacher takes an active role on the instructional team, giving and receiving feedback on practice, examining learner work, analyzing data from multiple sources, and sharing responsibility for decision making and accountability for each student's learning.
- 10(g) The teacher works with other school professionals to plan learning experiences that meet the diverse needs of learners.
- 10(h) The teacher engages collaboratively in the school wide efforts to build a shared vision and supportive culture.

- 10(i) The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement.
- 10(j) Working with school colleagues, the teacher builds ongoing connections with community resources to enhance student learning and wellbeing.
- 10(k) The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice.
- 10(l) The teacher uses technology and other forms of communication to develop collaborative relationships with learners, families, colleagues, and the local community.
- 10(m) The teacher uses and generates meaningful inquiry into education issues and policies.
- 10(n) The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact change.

Disposition

- 10(o) The teacher actively shares responsibility for shaping and supporting the mission of his/her school as one of advocacy for learners and accountability for their success.
- 10(p) The teacher is committed to working collaboratively with learners and families in setting and meeting challenging goals, while respecting families' beliefs, norms, and expectations.
- 10(q) The teacher takes initiative to grow and develop with colleagues through interactions that enhance practice and support student learning.
- 10(r) The teacher takes responsibility for contributing to and advancing the profession.
- 10(s) The teacher embraces the challenge of continuous improvement and change.

Standard 10 Sources of Evidence

- Weekly Ed Update
- The Road to Brown Road
- Textbook questions
- School board meeting reflection
- Social justice project
- Journey to Opportunity
- Cultural presentation
- PLC meeting notes
- Group presentation
- Faculty interviews

Standard 10 Analysis

The sources of evidence cited above provide evidence that candidates are seeking appropriate leadership roles and opportunities to take responsibility for student learning; to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth; and to advance the profession.

Standard 10 Leadership and Collaboration	Does Not Meet Standard	Meets Standard
		X

Idaho Core Teaching Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
10	0	10

Areas for Consideration

-
-
-

Recommended Action on Idaho Core Teaching Standards

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

STATE SPECIFIC REQUIREMENTS

IDAHO COMPREHENSIVE LITERACY STANDARDS

Standard I: Foundational Literacy Concepts. The teacher demonstrates knowledge of the following foundational concepts, including but not limited to: emergent literacy, concepts of print, phonological awareness, alphabetic principle, phonics, word recognition, fluency, linguistic development, English language acquisition, and home-to-school literacy partnerships. In addition, the candidate demonstrates the ability to apply concepts using research-based best practices in lesson planning and literacy instruction. *(Applies to the following endorsements: All Subjects K-8, Blended Early Childhood Education/Early Childhood Special Education Birth through Grade 3 and Pre-K through Grade 6, Deaf/Hard of Hearing K-12, Early Childhood Special Education Pre-K-3, Exceptional Child Generalist K-8, 6-12, and K-12, and Visual Impairment K-12)*

Knowledge

- 1(a) The teacher understands the importance of developing oral language, phonological awareness, phonemic awareness, and print concepts.
- 1(b) The teacher understands the components of decoding written language, including grade-level phonics and word analysis skills, and their impact on comprehension.
- 1(c) The teacher understands the development of fluency (prosody, rate, and accuracy) and its impact on beginning reading comprehension.

Performance

- 1(d) The teacher plans instruction that includes foundational literacy skills found in the Idaho Content Standards.
- 1(e) The teacher plans instruction to support literacy progression, from emergent to proficient readers, which includes decoding and comprehension skills.
- 1(f) The teacher selects and modifies reading instructional strategies and routines to strengthen fluency.

Standard I Sources of Evidence

- Reading guides from CORE Sourcebook for chapters on print concepts, phonological and phonemic awareness, phonics, word analysis, comprehension
- Reading philosophies
- Idaho Comprehensive Literacy Assessment (ICLA) scores
- Field journals
- Lesson plans in phonics/guided reading, decoding, comprehension, fluency
- Teaching videos
- Reflections on teaching
- Student fluency performance chart
- Candidate interviews

Standard I Analysis

Candidate work samples, lesson plans, teaching videos, reflections on teaching, ICLA scores, and interviews demonstrate satisfactory knowledge acquisition in foundational literacy concepts and provide evidence of satisfactory performance in planning and teaching literacy.

Standard I	Does Not Meet Standard	Meets Standard
Foundational Literacy Concepts		X

Standard II: Fluency, Vocabulary Development and Comprehension. The teacher demonstrates knowledge of fluency, vocabulary development, and reading comprehension strategies. The teacher demonstrates the ability to apply these components by using research-based best practices in all aspects of literacy and/or content area instruction. This includes the ability to: analyze the complexity of text structures; utilize a variety of narrative and informational texts from both print and digital sources; and make instruction accessible to all, including English Language Learners. *(Applies to all endorsements that can be added to a Standard Instructional Certificate)*

Knowledge

- 2(a) The teacher knows the characteristics of the various genres and formats of children’s and adolescent literature.
- 2(b) The teacher recognizes the importance of using a variety of texts and formats to enhance students’ understanding of topics, issues, and content.
- 2(c) The teacher understands text complexity and structures and the importance of matching texts to readers.
- 2(d) The teacher understands how to use instructional strategies to promote critical thinking and deeper comprehension across all genres and text formats.
- 2(e) The teacher understands how to use instructional strategies to promote vocabulary development for all students, including English language learners.
- 2(f) The teacher understands how a student’s reading proficiency, both oral and silent, affects comprehension.

Performance

- 2(g) The teacher identifies a variety of high-quality literature and texts within relevant content areas.
- 2(h) The teacher can develop lesson plans that incorporate a variety of texts and resources to enhance students’ understanding of topics, issues, and content.
- 2(i) The teacher can analyze texts to determine complexity in order to support a range of readers.

- 2(j) The teacher selects and utilizes instructional strategies to promote critical thinking and deeper comprehension across all genres and text formats.
- 2(k) The teacher selects and utilizes instructional strategies to promote vocabulary development for all students, including English language learners.
- 2(l) The teacher uses oral and silent reading practices selectively to positively impact comprehension.

Standard II Sources of Evidence

- Genre jigsaw and note-catcher
- Reading Superstars discussion
- Annotated bibliography
- Text complexity analyses
- Stop-and-Jot notes
- Reading lesson plans
- Comprehension strategies graphic organizer
- Literacy Toolbox secondary candidate websites
- Tiered words activities
- Vocabulary lesson plans
- Reflections
- Mentor text lesson plan
- Unit plan
- Guided reading lesson plans
- Comprehension lesson plans
- Discussion board
- Candidate “Core Six” lesson presentation video

Standard II Analysis

Provided work samples, lesson and unit plans, videos, and discussion board artifacts support candidates have developed knowledge in fluency, vocabulary development, and reading comprehension strategies. Artifacts also support that candidates can analyze text complexity, utilize a variety of texts when teaching vocabulary and comprehension, and make instruction accessible to all students. Based on the preponderance of evidence, this standard has been met for both elementary and secondary candidates.

Standard II	Does Not Meet Standard	Meets Standard
Fluency, Vocabulary, Development, and Comprehension		X

Standard III: Literacy Assessment Concepts. The teacher understands, interprets, and applies informal and formal literacy assessment concepts, strategies, and measures. The teacher uses

assessment data to inform and design differentiated literacy instruction. In addition, the teacher demonstrates the ability to use appropriate terminology in communicating pertinent assessment data to a variety of stakeholders. *(Applies to the following endorsements: All Subjects K-8, Blended Early Childhood Education/Early Childhood Special Education Birth through Grade 3 and Pre-K through Grade 6, Deaf/Hard of Hearing K-12, Early Childhood Special Education Pre-K-3, Exceptional Child Generalist K-8, 6-12, and K-12, and Visual Impairment K-12)*

Knowledge

- 3(a) The teacher understands terms related to literacy assessment, analysis, and statistical measures.
- 3(b) The teacher understands types of formal, informal, formative, summative, and diagnostic literacy assessments, their uses, appropriate administration, and interpretation of results across a range of grade levels.
- 3(c) The teacher understands how to choose appropriate literacy assessments to determine the needs of the learner.
- 3(d) The teacher understands how to use literacy assessment results to inform and guide intervention processes.
- 3(e) The teacher knows how to measure and determine students' independent, instructional, and frustration reading levels.
- 3(f) The teacher understands Idaho state-specific literacy assessments and related proficiency levels.

Performance

- 3(g) The teacher appropriately selects, administers, and interprets results of a variety of formal, informal, formative, summative, and diagnostic literacy assessments.
- 3(h) The teacher utilizes literacy assessment results to inform and guide intervention processes.
- 3(i) The teacher can measure and determine students' independent, instructional, and frustration reading levels.
- 3(j) The teacher utilizes Idaho state-specific literacy assessments and related proficiency levels to inform planning and instruction.

Standard III Sources of Evidence

- Teacher Work Sample (TWS) examples
- ICLA-related quiz scores and ICLA scores
- Assessment plan
- Stop-and-Jot notes
- Student teaching portfolio
- P-12 reflection

Standard III Analysis

Submitted evidence demonstrates candidates understand and can interpret and apply informal and formal literacy assessment concepts, strategies, and measures via a variety of candidate work samples, assessment plans, and ICLA scores. Candidates utilized appropriate assessment-related terminology in submitted artifacts. Indicators 3f and 3j lacked sufficient evidence, and completer interviews also yielded very limited information on those indicators. However, the standard overall has been met based on a preponderance of evidence.

Standard III	Does Not Meet Standard	Meets Standard
Literacy Assessment Concepts		X

Standard IV: Writing Process. The teacher incorporates writing in his/her instructional content area(s). The teacher understands, models, and instructs the writing process, including but not limited to: pre-writing, drafting, revising, editing, and publishing. The teacher structures frequent, authentic writing opportunities that encompass a range of tasks, purposes, and audiences. The teacher incorporates ethical research practices using multiple resources. The teacher fosters written, visual, and oral communication in a variety of formats. *(Applies to all endorsements that can be added to a Standard Instructional Certificate)*

Knowledge

- 4(a) The teacher understands writing as a complex communicative process that includes cognitive, social, physical, and developmental components.
- 4(b) The teacher understands the purpose and function of each stage of the writing process, including the importance of extensive pre-writing.
- 4(c) The teacher has an understanding of the role and range that audience, purpose, formats, features, and genres play in the development of written expression within and across all content areas.
- 4(d) The teacher understands how to conduct writing workshops and individual writing conferences to support student growth related to specific content areas.
- 4(e) The teacher understands how to assess content-area writing, including but not limited to writing types, the role of quality rubrics, processes, conventions, and components of effective writing.
- 4(f) The teacher understands the reciprocal relationship between reading, writing, speaking, and listening to support a range of writers, including English language learners.
- 4(g) The teacher understands how to help writers develop competency in a variety of writing types: narrative, argument, and informational/explanatory.
- 4(h) The teacher understands the impact of motivation and choice on writing production.

Performance

- 4(i) The teacher engages writers in reading, speaking, and listening processes to address cognitive, social, physical, developmental, communicative processes.
- 4(j) The teacher utilizes the writing process and strategies to support and scaffold effective written expression within and across content areas and a range of writers.
- 4(k) The teacher structures frequent, authentic writing opportunities that encompass a range of tasks, formats, purposes, audiences, and digital technologies.
- 4(l) The teacher conducts writing workshops and writing conferences for the purpose of supporting student growth (including peer feedback/response).
- 4(m) The teacher assesses components of effective writing in the content-areas, including utilizing quality rubrics.
- 4(n) The teacher scaffolds instruction for a range of student writers.
- 4(o) The teacher helps writers develop competency in a variety of writing types: narrative, argument, and informational/explanatory.
- 4(p) The teacher utilizes choice to motivate writing production.

Standard IV Sources of Evidence

- Article evaluations/reviews/annotated bibliography
- Reading response graphic organizers
- Writing process paper
- Prewriting graphic organizer
- Planning and outlining assignment
- Discussion boards
- Lesson plans
- Writing workshop graphic organizer
- "Writer's Corner"
- Lesson plans
- P-12 learning plan
- Teaching reflections
- Student teaching PLC reflection

Standard IV Analysis

Work samples, evaluations of readings, graphic organizers, discussion boards, lesson plans, and reflections provide evidence of candidates' knowledge and performance in the Writing Process standard. Artifacts demonstrate candidates understand the writing process and research-based practices. Candidates can model the writing process, instruct students in the elements of the writing process, foster communication in a variety of formats, and structure choice-based writing opportunities. Based on the preponderance of evidence, this standard has been met for both elementary and secondary candidates.

Standard IV Writing Process	Does Not Meet Standard	Meets Standard
		X

Idaho Comprehensive Literacy Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
4	0	4

Areas for Consideration

-
-
-

Recommended Action on Idaho Comprehensive Literacy Standards

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

PRE-SERVICE TECHNOLOGY STANDARDS

ISTE STANDARDS FOR TEACHERS

Effective teachers model and apply the ISTE Standards for Students (Standards•S) as they design, implement, and assess learning experiences to engage students and improve learning; enrich professional practice; and provide positive models for students, colleagues, and the community. All teachers should meet the following standards and performance indicators.

ISTE Standards • Teachers

ISTE Standards for Teachers, Second Edition, ©2008, ISTE® (International Society for Technology in Education), iste.org All rights reserved.

1. **Facilitate and inspire student learning and creativity - Teachers use their knowledge of subject matter, teaching and learning, and technology to facilitate experiences that advance student learning, creativity, and innovation in both face-to-face and virtual environments.**
 - a. Promote, support, and model creative and innovative thinking and inventiveness
 - b. Engage students in exploring real-world issues and solving authentic problems using digital tools and resources
 - c. Promote student reflection using collaborative tools to reveal and clarify students' conceptual understanding and thinking, planning, and creative processes
 - d. Model collaborative knowledge construction by engaging in learning with students, colleagues, and others in face-to-face and virtual environments

Standard 1 Sources of Evidence

- Candidate interviews
- Initial faculty interviews
- Tech usage in student teaching
- Growth Mindset assignments
- Digital citizenship case study artifacts

Standard 1 Analysis

The evidence provided by the EPP, including student work, candidate interview responses, and initial faculty interview responses demonstrates the candidates understand and know how to facilitate and inspire student learning and creativity using technology.

Standard 1	Does Not Meet Standard	Meets Standard
Facilitate and Inspire Student Learning and Creativity		X

2. **Design and develop digital age learning experiences and assessments-Teachers design, develop, and evaluate authentic learning experiences and assessments incorporating**

contemporary tools and resources to maximize content learning in context and to develop the knowledge, skills, and attitudes identified in the Standards•S.

- a. Design or adapt relevant learning experiences that incorporate digital tools and resources to promote student learning and creativity
- b. Develop technology-enriched learning environments that enable all students to pursue their individual curiosities and become active participants in setting their own educational goals, managing their own learning, and assessing their own progress
- c. Customize and personalize learning activities to address students’ diverse learning styles, working strategies, and abilities using digital tools and resources
- d. Provide students with multiple and varied formative and summative assessments aligned with content and technology standards, and use resulting data to inform learning and teaching

Standard 2 Sources of Evidence

- Candidate interview responses
- Initial faculty interview responses
- Student artifact - H.A.C.K. digital portfolio presentation
- Other student artifacts for H.A.C.K.
- Allowed Choices 1 and 2

Standard 2 Analysis

The EPP provided evidence, including artifacts provided online and interview responses, easily demonstrates that candidates know how to design and develop digital age learning experiences and assessments. The H.A.C.K. portfolios are a rich resource that illustrate the understanding and creativity of candidates.

Standard 2	Does Not Meet Standard	Meets Standard
Design and Develop Digital Age Learning Experiences and Assessments		X

- 3. **Model digital age work and learning - Teachers exhibit knowledge, skills, and work processes representative of an innovative professional in a global and digital society.**
 - a. Demonstrate fluency in technology systems and the transfer of current knowledge to new technologies and situations
 - b. Collaborate with students, peers, parents, and community members using digital tools and resources to support student success and innovation
 - c. Communicate relevant information and ideas effectively to students, parents, and peers using a variety of digital age media and formats

- d. Model and facilitate effective use of current and emerging digital tools to locate, analyze, evaluate, and use information resources to support research and learning

Standard 3 Sources of Evidence

- App Smashing 1-3
- Digital citizenship infographic –elementary and secondary
- Parent communication
- Final project student artifact

Standard 3 Analysis

The EPP provided a diverse collection of artifacts that demonstrate that candidates can model digital age work and learning, specifically that candidates exhibit knowledge, skills, and work processes representative of an innovative professional in a global and digital society.

STANDARD 3	Does Not Meet Standard	Meets Standard
Model Digital Age Work and Learning		X

- 4. **Promote and model digital citizenship and responsibility - Teachers understand local and global societal issues and responsibilities in an evolving digital culture and exhibit legal and ethical behavior in their professional practices.**
 - a. Advocate, model, and teach safe, legal, and ethical use of digital information and technology, including respect for copyright, intellectual property, and the appropriate documentation of sources
 - b. Address the diverse needs of all learners by using learner-centered strategies providing equitable access to appropriate digital tools and resources
 - c. Promote and model digital etiquette and responsible social interactions related to the use of technology and information
 - d. Develop and model cultural understanding and global awareness by engaging with colleagues and students of other cultures using digital age communication and collaboration tools

Standard 4 Sources of Evidence

- Digital citizenship infographic –elementary and secondary
- Digital citizenship case study artifacts
- Highly Structured Attributes student artifacts

Standard 4 Analysis

The EPP's evidence shows that candidates have learned and can apply the concepts of digital citizenship, including a sensitivity to the digital culture they function in and the required ethical behavior required by local/global issues and responsibilities.

STANDARD 4	Does Not Meet Standard	Meets Standard
Promote and Model Digital Citizenship and Responsibility		X

5. Engage in professional growth and leadership - Teachers continuously improve their professional practice, model lifelong learning, and exhibit leadership in their school and professional community by promoting and demonstrating the effective use of digital tools and resources.
- a. Participate in local and global learning communities to explore creative applications of technology to improve student learning
 - b. Exhibit leadership by demonstrating a vision of technology infusion, participating in shared decision making and community building, and developing the leadership and technology skills of others
 - c. Evaluate and reflect on current research and professional practice on a regular basis to make effective use of existing and emerging digital tools and resources in support of student learning
 - d. Contribute to the effectiveness, vitality, and self- renewal of the teaching profession and of their school and community

Standard 5 Sources of Evidence

- Digital portfolios
- Learning Management System (LMS) student artifact
- Mindset artifacts (various sources)
- App Smashing 1-3
- Observation and feedback
- Lesson reflections
- Week 4 Reading Reflection student artifact
- Design thinking

Standard 5 Analysis

- *Evidence provided by the EPP show that candidates engage in professional growth and leadership. Specifically candidates are committed to improve their professional practice, lifelong learning, and leadership in their school and professional community by promoting and demonstrating the effective use of digital tools. Evidence from completers would strengthen evidence for this standard.*

STANDARD 5 Engage in Professional Growth and Leadership	Does Not Meet Standard	Meets Standard
		X

Pre-Service Technology Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
5	0	5

Areas for Consideration

-
-
-

Recommended Action on Pre-Service Technology Standards

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR MODEL PRESERVICE STUDENT TEACHING

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the Foundation and Enhancement standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The Idaho Standards for Model Preservice Student Teaching Experience are the standards for a robust student teaching experience for teacher candidates. Every teacher preparation program is responsible for ensuring a student teaching experience that meets the standards.

Standard 1: Mentor Teacher. The mentor teacher is the certified P-12 personnel responsible for day-to-day support of the student teacher in the student teaching experience.

- 1(a) The mentor teacher is state certified to teach the content for which the candidate is seeking endorsement.
- 1(b) The mentor teacher has a minimum of three years of experience teaching in the content area(s) for which the student teacher is seeking endorsement.
- 1(c) The mentor teacher demonstrates effective professional practice and evidence of dispositions of a professional educator, as recommended by the principal.
- 1(d) The mentor teacher is committed to mentor, co-plan, co-assess, and co-teach with the student teacher.
- 1(e) The mentor teacher is co-selected, prepared, evaluated, supported, and retained.
- 1(f) The experienced mentor teacher receives positive candidate and EPP supervisor evaluations.

Standard 1 Sources of Evidence

- Clinical Practices data packet
- Vitae
- Handbook
- Long-range plans
- Capstone clinical experience packet
- Advisory board packet
- Exit surveys

Standard 1 Analysis

- *The artifacts provided by the EPP demonstrate that the mentor teacher is the certified P-12 personnel responsible for day-to-day support of the student teacher in the student teaching experience. Evidence of training mentor teachers in co-teaching/co-planning would strengthen the EPP's evidence for this standard.*

Standard 1	Does Not Meet Standard	Meets Standard
Mentor Teacher		X

Standard 2: Educator Preparation Program (EPP) Supervisor. The EPP supervisor is any individual in the institution responsible for observation/evaluation of the teacher candidate.

- 2(a) The EPP supervisor has P-12 education certified field experience.
- 2(b) The EPP supervisor proves proficiency in assessing teacher performance with ongoing rater reliability.
- 2(c) The experienced EPP supervisor receives positive candidate and school professional evaluations.
- 2(d) The EPP supervisor demonstrates evidence of dispositions of a professional educator.

Standard 2 Sources of Evidence

- Qualification table
- Capstone clinical experience packet
- Supervision spreadsheet
- Exit surveys

Standard 2 Analysis

- *The EPP's supervisors have certified field experiences, are rated highly by candidates and mentor teachers, and have dispositions of professional educators, as shown in the qualification table, capstone clinical experience packet, supervision spreadsheet, and exit surveys. Evidence for supervisor inter-rater reliability training and evidence of rates across all programs would strengthen evidence for this standard.*

Standard 2	Does Not Meet Standard	Meets Standard
Educator Preparation Program (EPP) Supervisor		X

Standard 3: Partnership.

- 3(a) The P-12 school and EPP partnership supports the cooperating teacher in his/her duties of mentorship.
- 3(b) The collaboration between P-12 school and EPP supports the conceptual framework of the institution.

Standard 3 Sources of Evidence

- Partner presentation of evidence
- Clinical Practices data packet

- Advisory board packet
- Clinical Experience data packet
- Capstone clinical experience packet
- Conceptual framework

Standard 3 Analysis

Evidence demonstrates that the P-12 schools and the EPP partnership support the cooperating teachers in their mentorship duties and the conceptual framework of the institution.

Standard 3	Does Not Meet Standard	Meets Standard
Partnership		X

Standard 4: Student Teacher. The student teacher is the candidate in the culminating clinical field experience.

- 4(a) Passed background check
- 4(b) Competency in prior field experience
- 4(c) Passed all required Praxis tests
- 4(d) Completion of all relevant coursework
- 4(e) Possesses dispositions of a professional educator

Standard 4 Sources of Evidence

- BIC tracking
- Institutional Recommendations
- Checkpoint Process data packet
- Praxis® II scores
- Handbook
- Appeal
- Dispositions

Standard 4 Analysis

The EPP provided evidence that teacher candidates passed background checks and all required Praxis® II tests, completed field experiences and all relevant coursework, and possess the dispositions of a professional educator prior to student teaching.

Standard 4	Does Not Meet Standard	Meets Standard
Student Teacher		X

Standard 5: Student Teaching Experience

- 5(a) At least three documented, scored observations including pre- and post-conferences by the EPP supervisor, using the approved state teacher evaluation framework
- 5(b) At least three formative assessments by the mentor teacher
- 5(c) One common summative assessment based on state teacher evaluation framework
- 5(d) Performance assessment including influence on P-12 student growth
- 5(e) Recommended minimum 14 weeks student teaching
- 5(f) Development of an Individualized Professional Learning Plan (IPLP)
- 5(g) Demonstration of competence in meeting the *Idaho Standards for Initial Certification of Professional School Personnel*
- 5(h) Relevant preparatory experience for an Idaho teacher’s certificate

Standard 5 Sources of Evidence

- Institutional Recommendations
- Supervision spreadsheet
- Observation verification
- Capstone Checklist and Cooperating Teacher (CT) observations
- Observation verification
- P-12 learning handbook
- Individualized Professional Learning Plans (IPLP)
- Completer Effectiveness data packet
- Student learning outcomes
- Clinical Experience data packet

Standard 5 Analysis

The EPP more than adequately displays that the student experience has at least three scored observations (using the approved state teacher evaluation framework), at least three formative assessments by the mentor teacher, a common summative assessment based on state teacher evaluation framework, performance assessment including influence on P-12 student growth, 16 weeks of student teaching (minimum of 14), development of an Individualized Professional Learning Plan (IPLP), demonstration of competence in meeting the *Idaho Standards for Initial Certification of Professional School Personnel*, and relevant preparatory experience for an Idaho teaching certificate.

Standard 5	Does Not Meet Standard	Meets Standard
Student Teaching Experience		X

Model Preservice Student Teaching Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
5	0	5

Areas for Consideration

-
-
-

Recommended Action on Model Preservice Student Teaching Standards

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

INSTITUTIONAL RECOMMENDATIONS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the Foundation and Enhancement standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

Idaho educator preparation programs complete an Institutional Recommendation to the State Department of Education verifying that the candidate has met all the requirements as defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

Standard 1: State Board Approved Program - Educator preparation program had a State Board approved program for initial certification for each area of endorsement indicated on candidate’s institutional recommendation.

Standard 1 Analysis

Institutional recommendations (IRs) from audited candidates for initial certification provide evidence that the EPP has a State Board-approved program for initial certification for each area of endorsement. The audited sample included 19 instructional candidates, 15 administrator candidates, and 5 pupil service staff candidates. All audited candidates were recommended for one or more State Board-approved programs for endorsement.

Standard 1	Does Not Meet Standard	Meets Standard
State Board Approved Program		X

Standard 2: Content Knowledge Assessment – Recommended candidate received passing scores on State Board approved content area assessment for each recommended area of endorsement.

Standard 2 Analysis

Praxis® II score reports from audited candidates provide evidence that instructional candidates receive a passing score on a State Board-approved content area assessment for each recommended area of endorsement. All recommended instructional candidates received a passing score on a State Board-approved content area assessment for each recommended area of endorsement.

Standard 2	Does Not Meet Standard	Meets Standard
Content Knowledge Assessment		X

Standard 3: Pedagogy – Recommended candidate demonstrated competency in pedagogy for each recommended area of endorsement.

Standard 3 Analysis

Unofficial transcripts, course catalog, and performance assessments provide evidence that recommended instructional candidates demonstrate competency in pedagogy for each recommended area of endorsement. All audited instructional candidates received a passing grade in the methods course(s) for each area of endorsement.

Standard 3	Does Not Meet Standard	Meets Standard
Pedagogy		X

Standard 4: Performance Assessment – Recommended candidate received a basic or higher rating in all components of the approved Idaho framework for teaching evaluation.

Standard 4 Analysis

Common summative assessments and form-based evaluation results from audited candidates provide evidence that candidates who receive an institutional recommendation receive a basic or higher rating in all components of the approved Idaho framework for teaching evaluation. All audited instructional candidates received a basic or higher in all components of the approved Idaho framework.

Standard 4	Does Not Meet Standard	Meets Standard
Performance Assessment		X

Standard 5: Clinical Experience – Recommended candidate completed clinical experience for each recommended area of endorsement and grade range.

Standard 5 Analysis

Common summative assessments, clinical experience spreadsheet, basic direct instruction lesson plans, and formative observation forms from audited candidates provide evidence that instructional candidates who receive an institutional recommendation have completed a clinical experience for each recommended area of endorsement. All audited instructional candidates completed a clinical experience in each recommended area of endorsement and grade range.

Internship visit forms, internship agreements, and internship logs provide evidence that each recommended administrator candidate (principal, director of special education, and superintendent) is assigned to a school building(s) for clinical experience. Internship logs show evidence of multi-level experience for building administrators.

Taken in whole, the EPP takes a systematic approach to ensure recommended administrator candidates complete clinical experience in the appropriate area of endorsement.

Affidavit of Field Experience forms, transcripts, and internship logs were reviewed for each recommended Pupil Service Staff (school counselor and school social worker) candidate. Limited evidence showing clinical experience completion for school counselor candidates was provided. Three of the four Affidavit of Field Experience forms were not signed by the appropriate site-supervisor. Additionally, three of the four internship logs were not verified.

Standard 5	Does Not Meet Standard	Meets Standard
Clinical Experience		X

Standard 6: Student Achievement – Recommended candidate demonstrated the ability to produce measurable student achievement or student success and create student learning objectives.

Standard 6 Analysis

Basic direct-instruction lesson plans, post-lesson reflections, Evidence of Student Learning documents, student work samples, common summative assessments, and journal entries provide evidence that candidates recommended for certification demonstrate the ability to produce measurable student achievement/success and create student learning objectives. The audit sample of completers included some from the time of NNU’s mid-cycle review. Candidate files for those who completed their program during the mid-cycle review timeframe may not have included both demonstrated-ability evidence of producing measurable student achievement/success and creating student learning objectives. It is evident the EPP made improvements to their evidence collection process after the mid-cycle review which resulted in more complete evidence of standard 6 in the files of subsequent candidates.

Standard 6	Does Not Meet Standard	Meets Standard
Student Achievement		X

Standard 7: Individualized Professional Learning Plan – Recommended candidate had an individualized professional learning plan (IPLP).

Standard 7 Analysis

Completed individualized professional learning plans (IPLPs) provide evidence that candidates recommended for certification complete an IPLP prior to receiving an institutional recommendation from the EPP. All audited instructional candidates had completed and signed IPLPs.

Standard 7	Does Not Meet Standard	Meets Standard
Individualized Professional Learning Plan		X

Standard 8: Adding Endorsements Only – Educator preparation program issued institutional recommendation once the content, pedagogy, and performance had been demonstrated by the candidate for each area of endorsement. For candidates that are adding endorsements, the program is not required to be a State Board approved program for initial certification.

Standard 8 Analysis

N/A

Standard 8	Does Not Meet Standard	Meets Standard
Adding Endorsements Only		N/A

Standard 9: Administrator Certificates Only – Recommended candidate for an administrator certificate demonstrated proficiency in conducting accurate evaluations of instructional practice based upon the state’s framework for evaluation.

Standard 9 Analysis

Administrator transcripts, Danielson Domain Paper assignments, teaching episode discussion boards and assignments, and the Superintendent Framework Training Verification Process provide evidence the EPP ensures each recommended candidate for an administrator certificate has demonstrated proficiency in conducting accurate evaluations of instructional practice based upon the state’s framework for evaluation.

Standard 9	Does Not Meet Standard	Meets Standard
Administrator Certificates Only		X

Institutional Recommendations Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
9	0	8 (1 N/A)

Areas for Consideration

-
-
-

Recommended Action on Institutional Recommendations

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO FOUNDATION STANDARDS FOR COMMUNICATION ARTS TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands how values and ethics affect communication.
- 4(b) The teacher understands the importance of audience analysis and adaptation in differing communication contexts.
- 4(c) The teacher knows the components and processes of communication.
- 4(d) The teacher understands the interactive roles of perceptions and meaning.
- 4(e) The teacher understands how symbolism and language affect communication.
- 4(f) The teacher understands the role of organization in presenting concepts, ideas, and arguments.
- 4(g) The teacher knows methods and steps of problem solving in communication arts.
- 4(h) The teacher understands the impact of outside social structures and institutions--including historical, political, social, economic, and cultural perspectives--on communication processes and messages.

Performance

- 4(i) The teacher emphasizes to students the importance of values and ethics relevant to the communication process in a variety of formats (e.g., speeches, interpersonal interactions, journalistic writing, social media, debate).
- 4(j) The teacher provides instruction and practice in conducting and applying research.
- 4(k) The teacher creates lessons that stress the importance of audience analysis and adaptation.

- 4(l) The teacher presents communication as a process consisting of integral components.
- 4(m) The teacher explains various methods of organization and their effects on the communication process.
- 4(n) The teacher delivers instruction that facilitates student analysis and evaluation of message contexts, including historical, political, social, economic, and cultural perspectives.

Standard 4 Sources of Evidence

- Lesson plans
- Candidate, instructor, and completer interviews
- Course syllabi, assignments, and assessments
- Course exams, speeches, and Praxis® II results
- Candidate field experiences

Standard 4 Analysis

Candidates' content knowledge is evident through focused instruction, candidate prepared and delivered lesson plans that are specific to the standard, pertinent field experience, and qualifying Praxis® II scores. The candidates understand the central concepts, tools of inquiry, and structures of communication arts and are creating learning experiences that make the discipline accessible and meaningful for learners. This standard has been met based on the preponderance of the evidence examined.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Knowledge

- 9(a) The teacher understands contemporary legal standards relating to communication and media.

Performance

- 9(b) The teacher develops learning progressions for students that embed contemporary legal standards relating to communication and media.

Standard 9 Sources of Evidence

- Lesson plans
- Student planning, review, and reflection
- Candidate, instructor, and completer Interviews
- Course syllabi, assignments, and assessments
- Candidate field experiences

Standard 9 Analysis

Candidates' professional learning and ethical practice is evident through focused instruction, candidate prepared and delivered lesson plans that are specific to the standard, review, reflection, and pertinent field experience. Candidates have demonstrated that they teach contemporary legal standards and its application to media. This standard has been met based on the preponderance of the evidence examined.

Standard 9	Does Not Meet Standard	Meets Standard
Professional Learning and Ethical Practice		X

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Communication Arts Foundation Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
2	0	2

Areas for Consideration

-
-
-

Recommended Action on Idaho Foundation Standards for Communication Arts Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR SPEECH AND DEBATE TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands the models of interpersonal communication.
- 4(b) The teacher knows the processes and types of active listening.
- 4(c) The teacher knows the nature of conflict and conflict resolution strategies in the speech process.
- 4(d) The teacher knows the dynamics of group communication (e.g., roles, functions, systems, developmental stages, problem solving).
- 4(e) The teacher understands rhetorical theories and practices.
- 4(f) The teacher understands types of public speaking (e.g., informative, persuasive, ceremonial).
- 4(g) The teacher understands the steps of speech preparation, rehearsal, presentation, and constructive feedback.
- 4(h) The teacher understands the necessity of adapting public speaking styles and skills to various media.
- 4(i) The teacher understands the principles of competitive debate theory (e.g., categories and styles of debate).
- 4(j) The teacher knows the theories and practices of argumentation.
- 4(k) The teacher knows the precepts of logical reasoning (e.g., syllogistic, categorical, disjunctive, fallacies).
- 4(l) The teacher knows the various types of competitive speaking events (e.g., impromptu, extemporaneous, oratory, debate).

4(m) The teacher knows how to identify and minimize communication anxiety.

Performance

- 4(n) The teacher instructs in the process of effective interpersonal communication (e.g., effective listening, components of verbal and nonverbal communication, conflict resolution).
- 4(o) The teacher explains the components and dynamics of group communication and provides opportunities for student implementation.
- 4(p) The teacher provides opportunities for students to prepare, practice, and present various types of speeches.
- 4(q) The teacher provides instruction integrating digital media and visual displays to enhance presentations.
- 4(r) The teacher instructs in the theory, principles, and practices of debate (e.g., argumentation, logical reasoning, competitive speaking).
- 4(s) The teacher provides opportunities for students to participate in debate and speaking events.
- 4(t) The teacher explains various methods of organization and their effects on the communication process.
- 4(u) The teacher provides strategies for assessing and minimizing communication anxiety (e.g., personal anxiety assessment, repetition, visualization).

Standard 4 Sources of Evidence

- Lesson plans
- Student planning, review, and reflection
- Candidate, instructor, and completer interviews
- Course syllabi, assignments, and assessments
- Teacher observations

Standard 4 Analysis

Candidates content knowledge and performance is evident from examination of the focused instruction and lesson plans that are specific to each of the standards. Additionally, teacher observations and lesson reviews provide more support. Candidates understand the central concepts, tools of inquiry, and structures of Speech and Debate as well as creating learning experiences that make the discipline accessible and meaningful for learners.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Speech and Debate Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
1	0	1

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Speech and Debate Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR ELEMENTARY EDUCATION TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Knowledge

- 1(a) The teacher understands how young children’s and early adolescents’ literacy and language development influence learning and instructional decisions across content areas.
- 1(b) The teacher understands the cognitive processes of attention, memory, sensory processing, and reasoning and their role in learning.
- 1(c) The teacher recognizes the role of inquiry and exploration in learning and development.

Standard 1 Sources of Evidence

- Reading philosophy paper
- Lesson plans (inquiry)
- Reading notes
- Literacy final data

Standard 1 Analysis

The lesson plans, reading philosophy paper, notes from reading assignments, and literacy course final examinations provide evidence that teacher candidates understand how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and the teacher candidates understand how to design and implement developmentally appropriate and challenging learning experiences.

Standard 1	Does Not Meet Standard	Meets Standard
Learner Development		X

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Knowledge

- 2(a) The teacher understands that there are multiple levels of intervention and recognizes the advantages of beginning with the least intrusive for the student.

- 2(b) The teacher understands culturally responsive pedagogy and the necessity of utilizing it to create the most inclusive learning environment.

Performance

- 2(c) The teacher appropriately and effectively collaborates with grade level peers, school intervention teams, parents/guardians, and community partners to meet differentiated needs of all learners.
- 2(d) The teacher systematically progresses through the multiple levels of intervention, beginning with the least intrusive for the student.
- 2(e) The teacher actively engages the school environment, families, and community partners to enact culturally responsive pedagogy.

Standard 2 Sources of Evidence

- Candidate mathematics lesson plans with UDL
- Lesson plans with UDL
- Teacher work sample (literacy)
- Diversity survey
- PLC meeting notes
- Journals
- Math night email messages
- Candidate reflection paper

Standard 2 Analysis

Teacher candidates understand individual differences and diverse cultures and communities to ensure inclusive learning environments that enable learners to meet high standards. This is evidenced by candidate work math lesson plans with UDL, lesson plans with UDL, Teacher Work Samples, the diversity survey, PLC meeting notes, journals, math night email messages, and candidate reflection paper.

Standard 2	Does Not Meet Standard	Meets Standard
Learning Differences		X

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Knowledge

- 3(a) The teacher understands the importance of teaching and re-teaching developmentally appropriate classroom expectations and procedures.

Performance

- 3(b) The teacher consistently and effectively models, teaches, and re-teaches developmentally appropriate classroom expectations and procedures.
- 3(c) The teacher utilizes positive behavioral supports and multiple levels of intervention to support and develop appropriate student behavior.
- 3(d) The teacher demonstrates understanding of developmentally and age-appropriate digital citizenship and responsibility.

Standard 3 Sources of Evidence

- Candidate Work Classroom Management Plan
- Classroom management plans
- Candidate classroom observations

Standard 3 Analysis

The Candidate Work Classroom Management Plan, classroom management plans, and candidate classroom observations provide evidence that teacher candidates work with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 3	Does Not Meet Standard	Meets Standard
Learning Environments		X

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands concepts of language arts/literacy and child development in order to teach reading, writing, speaking/listening, language, viewing, listening, and thinking skills and to help students successfully apply their developing skills to many different situations, materials, and ideas.
- 4(b) The teacher understands how children learn language, the basic sound structure of language, semantics and syntactics, diagnostic tools, and assessment data to improve student reading and writing abilities.
- 4(c) The teacher understands the fundamental concepts and the need to integrate STEM (Sciences, Technology, Engineering, and Mathematics).

- 4(d) The teacher understands and articulates the knowledge and practices of contemporary science and interrelates and interprets important concepts, ideas, and applications.
- 4(e) The teacher understands concepts of mathematics and child development in order to teach number sense and operations, measurement and data analysis, fractions, algebraic reasoning, and proportional reasoning, to help students successfully apply their developing skills through engaging them in the use of the mathematical practices from the Idaho mathematics standards, within many contexts.
- 4(f) The teacher understands the structure of mathematics and the connections and relationships within learning progressions.
- 4(g) The teacher knows the major concepts and modes of inquiry for social studies: the integrated study of history, geography, government/civics, economics, social/cultural and other related areas to develop students' abilities to make informed decisions as global citizens of a culturally diverse, democratic society and interdependent world.
- 4(h) The teacher understands the relevance and application of the arts, such as dance, music, theater, and visual arts as avenues for communication, inquiry, and insight.
- 4(i) The teacher understands the comprehensive nature of students' physical, intellectual, social, and emotional well-being in order to create opportunities for developing and practicing skills that contribute to overall wellness.
- 4(j) The teacher understands human movement and physical activity as central elements in learning and cognitive development.

Performance

- 4(k) The teacher models appropriate and accurate use of written and spoken language.
- 4(l) The teacher utilizes the structure of mathematics and the connections and relationships within the learning progressions in his/her instructional practice to increase student conceptual understanding in conjunction with diagnostic tools and assessment data to improve students' mathematical ability.
- 4(m) The teacher utilizes knowledge of how children learn language, the basic sound structure of language, semantics and syntactics, diagnostic tools, and assessment data to improve student reading and writing abilities.

Standard 4 Sources of Evidence

- TWS lesson plans and reflections (Elementary)
- Philosophy paper
- Literacy final exam scores
- Candidate math inquiry and science lesson plans
- Candidate Cognitively Guided Instruction (CGI) problems
- Methods of elementary math and science
- Elementary social studies block plan

- Reading response (Sousa)

Standard 4 Analysis

The Teacher Work Sample lesson plans and reflections, Candidate Work math inquiry and science lesson plans, elementary Social Studies block plan, and reading responses in a variety of content areas, and multi-subject Praxis® II scores provide evidence that teacher candidates understand the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experience that make the discipline accessible and meaningful for learners to assure mastery of content. Indicator 4f artifacts and completer interviews addressed science and math but provided insufficient evidence of understanding of engineering and breadth of technology represented in STEM. The standard was met overall based on the preponderance of the evidence.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher understands the importance of providing a purpose and context to use the communication skills taught across the curriculum.

Standard 5 Sources of Evidence

- Social studies unit plan (SS Block Plan)
- Lesson plans

Standard 5 Analysis

The social studies unit plan and lesson plans provide evidence that teacher candidates understand how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues. Indicator 5a artifacts show evidence that authentic local issues are addressed, while addressing global issues is challenging at many elementary grade levels. The standard was met based on the preponderance of evidence.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Performance

7(a) The teacher designs instruction that provides opportunities for students to learn through inquiry and exploration.

Standard 7 Sources of Evidence

- Math lesson plan (mixed numbers)
- Science inquiry lesson plan (snow globe)
- Candidate lesson plan (measuring weight and capacity)

Standard 7 Analysis

The math lesson plan (mixed numbers) and science inquiry lesson plan (snow globe) provide evidence that teacher candidates plan instruction that support every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge or learners and the community context.

Standard 7	Does Not Meet Standard	Meets Standard
Planning for Instruction		X

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Performance

8(a) The teacher engages all learners in developing higher order thinking skills.

Standard 8 Sources of Evidence

- Lesson plans
- Candidate teaching reflections
- Faculty interviews

Standard 8 Analysis

The lesson plans, candidate teaching reflections, and faculty interviews demonstrate that candidates understand and use a variety of instructional strategies to encourage learners to

develop deep understanding of content areas and their connections and build skills to apply knowledge in meaningful ways.

Standard 8	Does Not Meet Standard	Meets Standard
Instructional Strategies		X

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Knowledge

- 10(a) The teacher understands the significance of engaging in collaborative data-driven decision making.

Standard 10 Sources of Evidence

- Faculty interviews
- Mock multi-disciplinary team (MDT) in Exceptional Child and Assessment, and intervention classes
- Student teaching experiences (grade level meetings, PLC, problem solving meetings)

Standard 10 Analysis

The interviews, mock MDT, and student teaching experiences provide evidence that teacher candidates seek appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, and other school professionals and community members to ensure learner growth, and to advance the profession.

Standard 10	Does Not Meet Standard	Meets Standard
Leadership and Collaboration		X

Elementary Education Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
8	0	8

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Elementary Education Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR ENGLISH LANGUAGE ARTS TEACHERS

Standard 1: Learner Development - The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Knowledge

- 1(a) The teacher understands developmental levels in reading, writing, listening, viewing, and speaking.
- 1(b) The teacher understands how adolescents read, write, and make meaning of a wide range of texts, genres, and formats (e.g., literature, poetry, informational text, digital media, social media, multimodal).

Performance

- 1(c) The teacher creates developmentally appropriate learning experiences that take into account stages and diverse ways of learning in reading, writing, listening, viewing, and speaking.

Standard 1 Sources of Evidence

- Developmental levels assignment
- Stop-and-Jot assignment
- Text complexity analysis
- Reading Superstars discussion
- Lesson plans
- Teaching Toolbox student-created websites

Standard 1 Analysis

Developmental levels assignment, Stop-and-Jot assignment, text complexity analysis assignment, Reading Superstars discussion, Teaching Toolbox, and lesson plans provide evidence that the candidates understand developmental levels in reading, writing, speaking, and listening, and that candidates can create learning experiences that take into account stages and diverse ways of learning.

Standard 1	Does Not Meet Standard	Meets Standard
Learner Development		X

Standard 2: Learning Differences - The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Knowledge

- 2(a) The teacher understands the theories and research needed to develop inclusive English language arts learning environments that are responsive to students’ local, national and international histories, individual and group identities, as well as languages and dialects as these affect student learning.

Performance

- 2(b) The teacher designs and/or implements instruction that incorporates students’ linguistic and cultural backgrounds to enable skillful control over their rhetorical choices and language practices for a variety of audiences and purposes.

Standard 2 Sources of Evidence

- ELA teaching philosophy
- ENGL 3090 Student Choice in Writing discussion board responses
- Culturally responsive teaching discussion board
- ELL case study - ELA classroom

Standard 2 Analysis

ELA teaching philosophy, an ELL case study, and discussion board responses show that candidates use understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 2	Does Not Meet Standard	Meets Standard
Learning Differences		X

Standard 3: Learning Environments - The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Knowledge

- 3(a) The teacher understands how to use the data for literacy learning, their students’ individual differences, identities, and funds of knowledge for literacy learning to create inclusive learning environments that contextualize curriculum and instruction and help students participate actively in their own learning in English language arts (e.g., workshops, project-based learning, guided writing, Socratic seminars, literature circles).
- 3(b) The teacher collaborates with others to create literacy rich inclusive learning environments to help students participate actively in their own learning in English language arts.
- 3(c) The teacher understands how learner diversity impacts the English language arts classroom.

Performance

- 3(d) The teacher creates environments that reflect their students’ individual differences, identities, and funds of knowledge for literacy learning to create inclusive learning environments that contextualize curriculum and instruction and help students participate actively in their own learning in English language arts (e.g., workshops, project-based learning, guided writing, Socratic seminars, literature circles).

Standard 3 Sources of Evidence

- Completer interview: information about field experiences
- Lesson plans
- PLC learning evidence
- Co-teaching observation
- Student teaching Diversity survey
- UDL accommodation and learner diversity plan
- My Culture presentation

Standard 3 Analysis

Lesson plans, PLC learning evidence, a co-teaching observation, student teaching diversity survey, UDL accommodation and learner diversity plans, “My Culture” presentation, and a completer interview show that candidates work with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 3	Does Not Meet Standard	Meets Standard
Learning Environments		X

Standard 4: Content Knowledge - The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher is knowledgeable about texts (print and non-print, digital, classic, contemporary, and young adult) that represent a range of world literatures, historical traditions, genres, and the experiences of different genders, ethnicities, and social classes.
- 4(b) The teacher understands principles of language acquisition, dialect, and grammar systems (e.g., descriptive and prescriptive), as well as the evolution and impact of language on society.

- 4(c) The teacher understands the various writing processes in composing a range of formal and informal texts, taking into consideration the interrelationships among form, audience, context, and purpose.
- 4(d) The teacher understands the use of contemporary technologies and/or digital media to compose multimodal discourse.
- 4(e) The teacher understands how to use strategies for acquiring and applying vocabulary knowledge.

Performance

- 4(f) The teacher is able to use literary theories to interpret and critique a range of texts.
- 4(g) The teacher demonstrates command of the conventions of Standard English (e.g., grammar, usage, and mechanics).
- 4(h) The teacher is able to model the various writing processes in composing a range of formal and informal texts, taking into consideration the interrelationships among form, audience, context, and purpose.
- 4(i) The teacher is able to model the use of contemporary technologies and/or digital media to compose multimodal discourse.
- 4(j) The teacher designs instruction using general academic and domain/content specific vocabulary.
- 4(k) The teacher is able to model how to gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source (e.g., bias, rhetoric, documentation practices), and quote or paraphrase the data and conclusions, while avoiding plagiarism and following standard format for citation.

Standard 4 Sources of Evidence

- ENGL 2210/2230/3910: Final exams
- ENGL 3410 Essays, Children's literature final paper
- ENGL 3015a, ENGL 2120 Discussion board posts
- ENGL 1030 Article analysis
- Syllabi from required English content courses
- Six Core Strategies[®] assignment
- H.A.C.K.'D lesson from Innovative Instruction
- ENGL 1030 Annotated bibliography assignment
- Teaching Toolbox assignment

Standard 4 Analysis

Syllabi, midterm and final exams, discussion board posts, and essays from multiple English content courses provide evidence that candidates understand the central concepts, tools of inquiry, and structures of the discipline they teach. Lesson plans show that candidates can make the discipline accessible and meaningful for learners to assure mastery of the content. Artifacts

for 4b come from courses that are not required of all candidates, and therefore all candidates may not meet the indicator. The standard was met based on the preponderance of the evidence.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content - The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher understands how promotion of social justice and critical engagement with complex issues related to maintaining a diverse, inclusive, equitable society affects English language arts and literacy instruction.
- 5(b) The teacher understands research based strategies that lend to students becoming independent, critical, and strategic readers, writers, speakers and listeners.
- 5(c) The teacher understands how to design instruction related to speaking and listening, promoting active participation in conversation and collaboration.

Performance

- 5(d) The teacher designs and/or implements instruction related to the strategic use of language conventions (grammar, usage, and mechanics) in the context of students' writing for different audiences, purposes, and modalities.
- 5(e) The teacher designs and/or implements English language arts and literacy instruction that promotes social justice and critical engagement with complex issues related to maintaining a diverse, inclusive, equitable society.
- 5(f) The teacher designs and/or implements instruction related to a breadth and depth of texts, purposes, and complexities that connects concepts so that students can become independent, critical, and strategic readers, writers, speakers, and listeners.
- 5(g) The teacher designs and/or implements instruction related to speaking and listening that leads to students becoming critical and active participants in conversations and collaborations.

Standard 5 Sources of Evidence

- ENGL 1030 essay
- ENGL 3410 syllabus
- Lesson plans
- Speaking journal reviews
- Understanding by Design (UbD) unit sketch
- Faculty interview

- ENGL 1030 Candidate papers
- ENGL 3090 Writing process assignment

Standard 5 Analysis

Candidate papers and writing process assignment artifacts show that candidates understand research-based strategies that lend to students becoming strategic writers. Speaking journal reviews and collaborative lesson plans for the content literacy course demonstrate that candidates know how to design instruction related to speaking and listening. Lesson plan artifacts show that candidates can design and implement English language arts and literacy instruction that promotes social justice and critical engagement with complex issues related to maintaining a diverse, inclusive, equitable society. The UbD unit sketch assignment shows that candidates can design instruction related to a breadth and depth of texts, purposes, and complexities. There is insufficient evidence to show that candidates can design and/or implement instruction related to the strategic use of language conventions (grammar, usage, and mechanics) in the context of students' writing for different audiences, purposes, and modalities. There is insufficient evidence to show that candidates can design and/or implement instruction related to speaking and listening that leads to students becoming critical and active participants in conversations and collaborations. This standard was affirmed based on the majority of indicators being met.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment - The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Performance

- 6(a) The teacher designs a range of authentic assessments (e.g., formal and informal, formative and summative) of reading and literature that demonstrate an understanding of how learners develop and that address interpretive, critical, and evaluative abilities in reading, writing, speaking, listening, viewing, and presenting.
- 6(b) The teacher designs or knowledgeably selects appropriate reading assessments in response to student interests, reading proficiencies, and/or reading strategies.
- 6(c) The teacher designs or knowledgeably selects a range of assessments for students that promote their development as writers, are appropriate to the writing task, and are consistent with current research and theory.
- 6(d) The teacher responds to students' writing throughout the students' writing processes in ways that engage students' ideas and encourage their growth as writers over time.

- 6(e) The teacher differentiates instruction based on multiple kinds of assessments of learning in English language arts (e.g., students’ self-assessments, formal assessments, informal assessments).
- 6(f) The teacher communicates with students about their performance in ways that actively involve students in their own learning.

Standard 6 Sources of Evidence

- Assessment plans
- Discussion board posts
- Writing process assignment for ENGL 3090
- Learning evidence section of Portfolium assignment

Standard 6 Analysis

Assessment plans, discussion board posts from several courses, Writing Process assignment, and the learning evidence section of Portfolium for student teachers provides evidence that candidates understand and use multiple methods of assessment to monitor learner progress and to guide the teacher’s and learner’s decision making. There is insufficient evidence to show that candidates engage learners in their own growth. The standard was met overall based on the preponderance of the evidence.

Standard 6 Assessment	Does Not Meet Standard	Meets Standard
		X

Standard 7: Planning for Instruction - The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Performance

- 7(a) The teacher plans instruction which, when appropriate, reflects curriculum integration and incorporates interdisciplinary teaching methods and materials which include reading, writing, speaking, listening, and language.
- 7(b) The teacher plans standards-based, coherent and relevant learning experiences in reading that reflect knowledge of current theory and research about the teaching and learning of reading, and that utilize individual and collaborative approaches and a variety of reading strategies.
- 7(c) The teacher uses their knowledge of theory, research, and practice in English Language Arts to plan standards-based, coherent and relevant composing experiences that utilize individual and collaborative approaches and contemporary

technologies and reflect an understanding of writing processes and strategies in different genres for a variety of purposes and audiences.

- 7(d) The teacher uses their knowledge of theory, research, and practice in English language arts to plan standards-based, coherent and relevant learning experiences utilizing a range of different texts—across genres, periods, forms, authors, cultures, and various forms of media—and instructional strategies that are motivating and accessible to all students, including English language learners, students with special needs, students from diverse language and learning backgrounds, those designated as high achieving, and those at risk of failure.

Standard 7 Sources of Evidence

- Lesson plans, especially EDUC 3410 Writing lesson plan
- Mentor texts
- Close reading
- Teaching Toolbox

Standard 7 Analysis

Lesson plans and Teaching Toolbox artifacts provide evidence that candidates plan instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 7	Does Not Meet Standard	Meets Standard
Planning for Instruction		X

Standard 8: Instructional Strategies - The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Performance

- 8(a) The teacher plans and implements instruction based on English language arts curricular requirements and standards and school and community contexts by selecting, creating, and using a variety of instructional strategies and resources specific to effective literacy instruction, including contemporary technologies, digital media, and knowledge about students’ linguistic and cultural backgrounds.

Standard 8 Sources of Evidence

- Curriculum review assignment
- Teaching Toolbox assignment
- Candidate recording of Six CORE Strategies®

Standard 8 Analysis

Curriculum Review assignment, Teacher Toolbox assignment, and candidate recording of the Six CORE Strategies® assignment provide evidence that candidates understand and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 8	Does Not Meet Standard	Meets Standard
Instructional Strategies		X

Standard 9: Professional Learning and Ethical Practice - The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Performance

- 9(a) The teacher models literate and ethical practices in English language arts teaching, and engages in a variety of experiences related to English language arts and reflects on their own professional practices.

Standard 9 Sources of Evidence

- Ethics essay
- ELA teaching philosophy
- Student teaching journal

Standard 9 Analysis

An ethics essay, ELA teaching philosophy, and student teaching journal provide evidence that candidates engage in ongoing professional learning and use evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community).

Standard 9	Does Not Meet Standard	Meets Standard
Professional Learning and Ethical Practice		X

Standard 10: Leadership and Collaboration - The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Performance

10(a) The teacher engages in and reflects on a variety of experiences related to English language arts that demonstrate understanding of and readiness for leadership, collaboration, ongoing professional development, and community engagement.

Standard 10 Sources of Evidence

- PLC learning evidence
- Home-school communication log
- Siddhartha Academy of Higher Education (SAHE) observation form - ELA candidate

Standard 10 Analysis

The home-school communication log portion of the Portfolium assignment provides evidence that candidates seek opportunities to collaborate with families and community members to ensure learner growth. The PLC learning evidence and the SAHE observation form provide evidence that candidates seek opportunities to take responsibility for student learning to collaborate with school professionals.

Standard 10	Does Not Meet Standard	Meets Standard
Leadership and Collaboration		X

English Language Arts Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
10	0	10

Areas for Consideration

- In situations where candidates may opt for a single course given several choices, it would be beneficial to make sure all optional courses fulfill similar standards.
-
-

Recommended Action on Idaho Standards for English Language Arts Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR HEALTH TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Knowledge

- 3(a) The teacher understands developmentally appropriate practices that engage students in health-enhancing behaviors.
- 3(b) The teacher knows strategies to help students develop the essential skills necessary to adopt, practice, and maintain health-enhancing behaviors (National Health Education Standards, 2nd Edition-American Cancer Society).

Performance

- 3(c) The teacher encourages students to incorporate positive health-enhancing behaviors inside and outside the school setting.
- 3(d) The teacher helps students learn and use personal and social behaviors that promote positive relationships (e.g., avoiding abusive relationships, using refusal skills, setting life goals, and making healthy decisions).

Standard 3 Sources of Evidence

- Performance based assessment
- Candidate lesson plan
- Candidate presentation

Standard 3 Analysis

Lesson plan samples, candidate interviews, and formal assessments offer evidence that teacher candidates understand how to create learning landscapes that support individual and collaborative learning that support positive social interaction. Evidence indicates teacher candidates know how to engage students in a productive manner. The artifacts presented evidence that teacher candidates know how to create supportive learning environments.

Standard 3 Learning Environments	Does Not Meet Standard	Meets Standard
		X

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands Elementary and Secondary methods for teaching health literacy to include the following content areas of health: Alcohol, Tobacco, & Other Drugs; Nutrition & Physical Activity; Injury Prevention & Safety; Mental, Emotional & Social Health; Prevention & Control of Disease; Consumer & Community Health; Growth, Development & Family Life; and Environmental Health.
- 4(b) The teacher understands the following health risk behaviors: Tobacco, Alcohol, and Other Drug use; Sexually Transmitted Diseases (STDs), including sexual behaviors resulting in human immunodeficiency virus (HIV), and unplanned pregnancies; Poor Dietary Behaviors; Lack of or Excessive Physical Activity; and Behaviors resulting in Intentional Injury.
- 4(c) The teacher understands the relationship between health education content areas and youth risk behaviors.
- 4(d) The teacher understands how to implement Idaho Content Standards for Literacy in Technical Subjects (Health) for grades 6-12.
- 4(e) The teacher understands Elementary and Secondary methods for teaching Health Skills to include: Analyzing Influences; Accessing Information; Interpersonal Communication; Decision Making; Goal Setting; Practicing Health Behaviors; and Advocacy.

Performance

- 4(f) The teacher instructs students about increasing health-enhancing behaviors, resulting in the reduction of health-risk behaviors.

Standard 4 Sources of Evidence

- Candidate individual health mission statement
- Candidate use of identity videos
- Unit grading rubric

Standard 4 Analysis

Candidate lesson plans, candidate health mission statement, and unit grading rubric provide evidence that teacher candidates understand the central concepts of health and wellness, utilize

tools of inquiry such as gathering knowledge, and make the content meaningful to students. The evidence shows teacher candidates create learning experiences that are meaningful to learners to assist in making connections to content.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher recognizes that student jargon and slang associated with high-risk behaviors is ever changing.

Performance

- 5(b) The teacher identifies and defines student jargon/slang associated with high-risk behaviors and translates this jargon/slang into terminology appropriate to the educational setting.
- 5(c) The teacher facilitates responsible decision making, goal setting, and alternatives to high-risk behaviors that enhance health.
- 5(d) The teacher creates a respectful and safe learning environment that is sensitive to controversial health issues.

Standard 5 Sources of Evidence

- Candidate use of Question Box in the classroom daily
- Assignment on Alcohol, Tobacco, and Other Drugs (ATOD) discussion
- Candidate lesson plan on Philosophical Chairs Communicable Disease

Standard 5 Analysis

Provided evidence indicates teacher candidates understand how to connect concepts to differing perspectives to engage learners in creativity or collaborative problem solving related to authentic local and global issues. However, the issues evidenced indicate that there are growth opportunities for candidates to incorporate a greater array of local and, specifically, global issues in their instructional planning and delivery. The evidence presented offers that teacher candidates create a safe and respectful learning environment.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Knowledge

- 7(a) The teacher understands how positive evidence based community health values and practices play a role in the planning process.
- 7(b) The teacher understands how to access valid, appropriate health information and health-promoting products and services, as it relates to the planning process.
- 7(c) The teacher understands the influence of culture, media, technology, and other factors on health, as it relates to the planning process.
- 7(d) The teacher knows when and how to access valid health resources and collaborate with others to support student learning (e.g., special educators, related service providers, language learner specialists, librarians, media specialists, community organizations).

Performance

- 7(e) The teacher modifies instruction to reflect current health-related research and local health policies.
- 7(f) The teacher accesses valid, appropriate health information and health-promoting products and services.
- 7(g) The teacher analyzes the influence of culture, media, technology, and other factors on health and imbeds them in the planning process.

Standard 7 Sources of Evidence

- KINE 1000 TOTD Ideal Body Image- assessment
- Candidate positive emotional environment discussion board-
- CDC Fact Sheet

Standard 7 Analysis

Formal course assessment, candidate use of appropriate health information, and candidate lesson plan provide evidence that teacher candidates understand how to plan and implement instructional strategies that supports physical education activity and student success. Evidence presented reveals that teacher candidates know how to access valid health resources to advance knowledge of the discipline.

A review of the identity videos indicates they need to be updated to reflect a more current perspective to include multiple identities and the intersectionality of identities.

Standard 7	Does Not Meet Standard	Meets Standard
Planning for Instruction		X

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Knowledge

- 9(a) The teacher knows the laws and codes specific to health education and health services to minors.

Performance

- 9(b) The teacher uses appropriate interventions following the identification, disclosure, or suspicion of student involvement in a high-risk behavior.

Standard 9 Sources of Evidence

- Candidate learning objectives
- Candidate interviews
- Candidate reflection journal

Standard 9 Analysis

Candidate learning objectives, interviews, and reflection journals offer evidence to support elements of Standard 9, specifically highlighting ongoing professional learning to evaluate practice and including evidence of adapting practice to meet the needs of individual learners.

Standard 9	Does Not Meet Standard	Meets Standard
Professional Learning and Ethical Practice		X

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Knowledge

10(a) The teacher understands methods of advocating for personal, family, and community health (e.g., letters to editor, community service projects, health fairs, health races/walks).

Performance

10(b) The teacher advocates for a positive school culture toward health and health education.

Standard 10 Sources of Evidence

- Candidate School Spirit v. Health reflective journal
- Candidate Fit for Fun reflective journal
- KINE 2960 Field experience - NNU Health Fair

Standard 10 Analysis

Candidate reflective journals and field experience point to teacher candidates understanding of leadership roles and opportunities to collaborate with parents, community, and other school professionals. The evidence presented provides that the teacher candidate advocates for a positive school culture toward their discipline.

Standard 10	Does Not Meet Standard	Meets Standard
Leadership and Collaboration		X

Health Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
6	0	6

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Health Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR MATHEMATICS TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Knowledge

- 1(a) The teacher knows how to recognize students' mathematical development, knowledge, understandings, ways of thinking, mathematical dispositions, interests, and experiences.
- 1(b) The teacher knows of learning progressions and learning trajectories that move students toward more sophisticated mathematical reasoning.

Performance

- 1(c) The teacher encourages students to make connections and develop a cohesive framework for mathematical ideas.
- 1(d) The teacher applies knowledge of learning progressions and trajectories when creating assignments, assessments, and lessons.
- 1(e) The teacher plans and facilitates learning activities that value students' ideas and guide the development of students' ways of thinking, and mathematical dispositions in line with research-based learning progressions.

Standard 1 Sources of Evidence

- Enactive, iconic, and symbolic activities
- Unit grading rubric – Secondary Methods 2021
- Unit sketch, unit plan, and lesson plans –multiple representations and inquiry
- Unpacking standards assignment
- H.A.C.K. Model portfolio

Standard 1 Analysis

The course activities and assignments, unit and lesson plans, and candidate portfolio provide evidence that teacher candidates understand how learners grow and develop and design developmentally appropriate learning experiences.

Standard 1	Does Not Meet Standard	Meets Standard
Learner Development		X

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Knowledge

- 2(a) The teacher knows how to design lessons at appropriate levels of mathematical development, knowledge, understanding, and experience.
- 2(b) The teacher knows how to use assessment data and appropriate interventions for students.

Performance

- 2(c) The teacher adjusts and modifies instruction while adhering to the content standards, in order to ensure mathematical understanding for all students.

Standard 2 Sources of Evidence

- Methods accommodation plan
- ELP Case Study presentation rubric
- Student learning data directions
- Unit assessment plan and formative assessment analysis
- Lesson plan – Math Accommodations

Standard 2 Analysis

The course assignments, unit and lesson plans, and assessment analyses provide evidence that teacher candidates ensure inclusive learning environments that enable each learner to meet high standards.

Standard 2	Does Not Meet Standard	Meets Standard
Learning Differences		X

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher knows a variety of problem-solving approaches for investigating and understanding mathematics.
- 4(b) The teacher understands concepts (as recommended by state and national mathematics education organizations) and applications of number and quantity,

algebra, geometry (Euclidean and transformational), statistics (descriptive and infernal) and data analysis, and probability, functions, and trigonometry, and has the specialized and pedagogical content knowledge for teaching necessary for those concepts and applications to be implemented in the 6-12 curriculum.

- 4(c) The teacher knows how to make use of hands-on, visual, and symbolic mathematical models in all domains of mathematics.
- 4(d) The teacher knows how to use mathematical argument and proof to evaluate the legitimacy and efficiency of alternative algorithms, strategies, conceptions, and makes connections between them.
- 4(e) The teacher knows the standards for mathematical practice, how to engage students in the use of those practices, and how they have shaped the discipline.

Performance

- 4(f) The teacher connects the abstract and the concrete and asks useful questions to clarify or improve reasoning.
- 4(g) The teacher uses hands-on, visual, and symbolic mathematical models in all domains of mathematics.
- 4(h) The teacher uses mathematical argument and proof to evaluate the legitimacy and efficiency of alternative algorithms, strategies, and conceptions, and makes connections between them.
- 4(i) The teacher implements the standards for mathematical practice and engages students in the use of those practices.

Standard 4 Sources of Evidence

- Secondary mathematics methods notebook
- Math methods course syllabus
- Modeling with math and math methods session 1
- MATH 331 Exam practice
- Lesson plans and lesson slides

Standard 4 Analysis

The objectives and assignments from program courses, along with candidate lesson plans, provide evidence that teacher candidates understand central concepts, tools of inquiry, and structures of mathematics and create learning experiences that make mathematics accessible and meaningful to learners.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher knows how to apply mathematics content and practice to other disciplines, including (but not limited to) engineering, science, personal finance, and business.

Performance

- 5(b) The teacher applies mathematics content and practice to other disciplines, including (but not limited to) engineering, science, personal finance, and business.

Standard 5 Sources of Evidence

- College algebra content integration
- Initial unit sketch – Cross-disciplinary goals
- Guided reading lesson plan
- Lesson plans – Compound interest and exponential decay

Standard 5 Analysis

The course assignments and candidate lesson plans provide evidence that teacher candidates understand how to engage learners in critical thinking, creativity, and collaborative problem solving of authentic issues.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Knowledge

- 6(a) The teacher knows how to assess students’ mathematical reasoning.

Performance

- 6(b) The teacher assesses students’ mathematical reasoning.

Standard 6 Sources of Evidence

- Unit assessment plan
- Unit exit tickets
- Candidate-created exams
- Student learning data

Standard 6 Analysis

The unit assessment plan, created assessments, and assessment analyses provide evidence that teacher candidates use multiple methods of assessment to engage learners in their own growth, monitor learner progress, and guide decision making.

The evidence shows that teacher candidates analyze assessments to make plans for future lessons. However, the evidence suggests that teacher candidates are not as regularly using assessments to make immediate adaptations to their lesson as they are teaching it.

Standard 6	Does Not Meet Standard	Meets Standard
Assessment		X

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Knowledge

- 7(a) The teacher knows content and practice standards for mathematics and understands how to design instruction to help students meet those standards.
- 7(b) The teacher knows how to plan learning activities that help students move from their current understanding through research-based learning progressions.

Performance

- 7(c) The teacher plans and assesses instructional sequences that engage students in learning the formal structure and content of mathematics with and through mathematical practices.

Standard 7 Sources of Evidence

- Unit standards alignment
- Initial unit sketch and unit block plan
- Digital portfolio
- Geometry block plan

Standard 7 Analysis

The course assignments and unit plans provide evidence that teacher candidates plan instruction to support students in meeting rigorous learning goals.

Standard 7	Does Not Meet Standard	Meets Standard
Planning for Instruction		X

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Knowledge

- 8(a) The teacher knows how to formulate or access questions and tasks that elicit students' use of mathematical reasoning and problem-solving strategies.
- 8(b) The teacher knows a variety of instructional strategies for investigating and understanding mathematics including inquiry, discourse, and problem-solving approaches.
- 8(c) The teacher knows how to facilitate expression of concepts using various mathematical representations (e.g., symbolic, numeric, graphic, visual, verbal, concrete models) and precise language.
- 8(d) The teacher understands the appropriate use of technology in teaching and learning of mathematics (e.g., graphing calculators, dynamic geometry software, statistical software).
- 8(e) The teacher knows how to use student conceptions and misconceptions to guide and facilitate learning.

Performance

- 8(f) The teacher poses questions and tasks that elicit students' use of mathematical reasoning and problem-solving strategies.
- 8(g) The teacher uses a variety of instructional strategies for investigating and understanding mathematics, including inquiry and problem-solving approaches.
- 8(h) The teacher facilitates exploration of concepts using various mathematical representations (e.g., symbolic, numeric, graphic, visual, verbal, concrete models) and precise language.
- 8(i) The teacher uses technology appropriately in the teaching and learning of (e.g., graphing calculators, dynamic geometry software, statistical software).
- 8(j) The teacher uses student conceptions and misconceptions to guide and facilitate learning.

Standard 8 Sources of Evidence

- Discussion board responses – Useful Questions
- Observation form - Questions
- Student teaching lesson reflection

- Lesson plans – Polynomial vocabulary, multiple representations, conic sections
- Lesson plan technology – Desmos, Nearpod, Jamboard, EdPuzzle
- Digital portfolio
- Student learning data

Standard 8 Analysis

The course assignments, candidate lesson plans, and lesson reflections provide evidence that teacher candidates use a variety of instructional strategies to encourage learners to develop deep understanding of mathematics and apply it in meaningful ways.

The evidence clearly shows teacher candidates using inquiry and discourse pedagogies. The evidence for problem-solving strategies is less clear. The only evidence available shows learners solving story problems according to a prescribed procedure. This suggests that teacher candidates need to acquire additional problem-solving approaches.

Evidence also indicates that teacher candidates use formative assessments to make corrections and interventions. There is less evidence that teacher candidates design formative assessments that allow learners to recognize and resolve their own misconceptions and thus facilitate initial learning.

Standard 8	Does Not Meet Standard	Meets Standard
Instructional Strategies		X

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Mathematics Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
7	0	7

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Mathematics Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR PHYSICAL EDUCATION TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Performance

- 1(a) The teacher assesses the skillful movement, physical activity, and exercise and fitness levels of students; designs developmentally appropriate instruction; and extends learning through collaboration with communities, colleagues, families and other professionals.

Standard 1 Sources of Evidence

- Candidate partner fitness workout elementary lesson plan
- Cooperative teacher observation
- Course syllabi

Standard 1 Analysis

Supporting evidence such as candidate lesson plan, cooperative teacher observation, and course syllabi reveal that teacher candidates understand how to address and design developmentally appropriate instruction to meet a variety of learning experiences for students across a continuum of physical, social, cognitive, and other abilities. Evidence presented shows teacher candidates gain knowledge and skill in designing developmentally appropriate instruction to advance the profession.

Standard 1	Does Not Meet Standard	Meets Standard
Learner Development		X

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Performance

- 2(a) The teacher provides opportunities that incorporate individual differences (e.g., various physical abilities and limitations, culture, and gender) in skillful movement, physical activity, exercise and fitness to help students gain physical competence and confidence.

Standard 2 Sources of Evidence

- Unit accommodation plan – Candidate 1
- KINE 3630 Field experience objectives
- Dodgeball secondary lesson plan

Standard 2 Analysis

Standard 2 artifacts provide evidence that teacher candidates use their understanding of individual differences and diverse cultures to afford inclusive learning environments and to meet the rigor of academia for all students. However, Indicator 2(a) artifacts revealed limited areas of diversity in the program. Expansion of what diversity and inclusion means in terms of gender, body size, perceptions, etc., would benefit and advance the candidates in the teaching profession.

Standard 2	Does Not Meet Standard	Meets Standard
Learning Differences		X

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Knowledge

- 3(a) The teacher knows how to help students cultivate responsible personal and social behaviors that promote positive relationships and a productive environment in physical education and physical activity settings.
- 3(b) The teacher knows how to engage students in learning about the use of technology operations, concepts, and applications pertinent to healthy active lifestyles (e.g., heart rate monitors, pedometers, global positioning systems, computer software, social media).
- 3(c) The teacher understands principles of effective management in indoor and outdoor physical education and physical activity settings.

Performance

- 3(d) The teacher implements strategies and activities to promote positive peer relationships (e.g., caring, mutual respect, support, safety, sportsmanship, and cooperation).
- 3(e) The teacher uses strategies to motivate students to participate in physical activity inside and outside the school setting.
- 3(f) The teacher utilizes principles of effective management in indoor and outdoor physical education and physical activity settings.

Standard 3 Sources of Evidence

- KINE 2640 MAL peer lesson evaluation
- KINE 3630 Field experience
- Course syllabi

Standard 3 Analysis

Candidate work samples, peer evaluation, and course syllabi provide evidence that teacher candidates create environments that support positive learning, engaging social interactions, and self-motivation for all students in individual and collaborative situations.

Standard 3	Does Not Meet Standard	Meets Standard
Learning Environments		X

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher understands the relationship between skillful movement, physical activity, exercise, fitness, health outcomes, well-being and quality of life.
- 5(b) The teacher understands that daily physical activity provides opportunities for enjoyment, challenge, self-expression, and social interaction.
- 5(c) The teacher understands the scientific foundation of physical activity (e.g., motor behavior and development, human anatomy and physiology, exercise physiology, biomechanics, psychosocial aspects of physical activity).
- 5(d) The teacher knows the appropriate rules, etiquette, instructional cues, tactics (skills and strategies) and techniques for a variety of physical education activities (e.g., aquatics, sports, games, lifetime activities, dance, rhythmical activities, and outdoor/adventure activities).
- 5(e) The teacher understands cultural, historical, and philosophical dimensions of physical education and physical activity.

Performance

- 5(f) The teacher instructs students about the relationship between skillful movement, physical activity, fitness, health outcomes, well-being and quality of life.

- 5(g) The teacher instructs students in the rules, tactics, (skills, and strategies) and techniques of a variety of physical activities (e.g., aquatics, sports, games, lifelong activities, dance, rhythmical activities, and outdoor/adventure activities).
- 5(h) The teacher instructs students in the scientific foundation of physical activity (e.g., motor behavior and development, human anatomy and physiology, exercise philosophy, biomechanics, psychosocial aspects of physical activity).
- 5(i) The teacher fosters student reflection regarding cultural, historical and philosophical dimension of physical education and physical activity.
- 5(j) The teacher demonstrates improvement and maintains a health enhancing level of physical fitness and physical activity throughout the program.
- 5(k) The teacher facilitates technical demonstration and effective performance (tactics and techniques), in a variety of physical education activities (e.g., aquatics, sports, games, lifelong activities, dance, rhythmical activities, and outdoor/adventure activities).

Standard 5 Sources of Evidence

- Course syllabi
- Online learning lesson plan
- Observation form

Standard 5 Analysis

Course syllabi, candidate lesson plan, and observation form provide evidence to support that teacher candidates know how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem-solving. There was, however, limited evidence to support standards expectations for connecting concepts and differing perspectives to authentic local and global issues. Consider strategies for expanding candidates' cultural understanding of physical education and activities to assist them in helping their students reflect on additional cultures and their contributions.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Knowledge

- 6(a) The teacher understands appropriate assessment protocols sensitive to student needs.

Performance

- 6(b) The teacher demonstrates appropriate assessment protocols sensitive to student needs.

Standard 6 Sources of Evidence

- Candidate Note Catcher chapter 10
- Observation form
- Candidate elementary standards-based grading (SBG) assessment rubric

Standard 6 Analysis

Candidate Note Catcher, observation form, and elementary candidate SBG assessment rubric provide support that teacher candidates understand and use multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 6	Does Not Meet Standard	Meets Standard
Assessment		X

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Knowledge

- 7(a) The teacher knows a variety of management routines (e.g., time transitions, environment, students/staff, equipment) and instructional strategies to maximize physical education activity time and student success.
- 7(b) The teacher knows how to expand the curriculum utilizing a variety of offerings, through the use of family engagement, school activities, and community resources (e.g., family fitness night, parks, golf courses, climbing walls, multi-use facility agreements, and service organizations).

Performance

- 7(c) The teacher applies a variety of management routines (e.g., time, transitions, environment, students/staff, equipment) and curricular/ instructional strategies to maximize physical education activity and student success.

Standard 7 Sources of Evidence

- KINE 4960 Internship
- KINE 2640 Observations evaluation
- Course syllabi

Standard 7 Analysis

Evidence supported through KINE 4960 Internship, KINE 2640 Observation Evaluation, and course syllabi affirm that teacher candidates plan instruction to support each student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context. The advocacy presentation provides evidence that teacher candidates know how to seek opportunities to advance their profession.

Standard 7	Does Not Meet Standard	Meets Standard
Planning for Instruction		X

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Knowledge

- 8(a) The teacher knows multiple curricular/instructional models (e.g., sport education, teaching personal and social responsibility, outdoor education, peer teaching, fitness and wellness education, teaching games for understanding, adventure education, movement education)

Performance

- 8(b) The teacher utilizes multiple curricular/instructional models (e.g., sport education, teaching personal and social responsibility, outdoor education, peer teaching, fitness and wellness education, teaching games for understanding, adventure education, movement education)

Standard 8 Sources of Evidence

- KINE 1310 Study guide
- Note Catcher – Curriculum approaches
- PLC – Teaching with the Brain in Mind

Standard 8 Analysis

PLC, Note Catcher, and the KINE 1310 study guide offer evidence that teacher candidates understand and use a variety of instructional strategies to inspire learners to develop deeper understanding of content areas, to make school and home connections, and to improve skills to apply knowledge in meaningful ways to advance the discipline.

Standard 8	Does Not Meet Standard	Meets Standard
Instructional Strategies		X

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Knowledge

- 9(a) The teacher knows how one’s own personal skillful movement, physical activity, exercise, and fitness competence and understands its impact on teaching and student motivation.

Performance

- 9(b) The teacher reflects on one’s own personal skillful movement, physical activity, exercise, and fitness competence and its impact on teaching and student motivation.

Standard 9 Sources of Evidence

- Candidate lesson reflection
- Candidate teaching journal – Scooter
- Course syllabi

Standard 9 Analysis

Evidence offered support that teacher candidates engage in ongoing professional learning and use evidence to continually evaluate their own practice, with attention on the effects of their choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of every learner.

Standard 9	Does Not Meet Standard	Meets Standard
Professional Learning and Ethical Practice		X

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Knowledge

- 10(a) The teacher knows how to promote and advocate for healthy active schools involving physical education, physical activity before, during, and after the school day, and staff, family and community involvement.
- 10(b) The teacher knows how to promote and advocate for physical education and physical activity to students, staff, administrators, parents, school boards and community partners.

Performance

- 10(c) The teacher demonstrates a variety of strategies to promote and advocate for healthy active schools.

Standard 10 Sources of Evidence

- Coordinated school physical activity program
- Course syllabi
- Health Education Curriculum Analysis Tool/Physical Education Curriculum Analysis Tool (HECAT/PECAT)

Standard 10 Analysis

Evidence provided reveals that teacher candidates seek appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth and to advance the profession.

Standard 10	Does Not Meet Standard	Meets Standard
Leadership and Collaboration		X

Standard 11: Safety - The teacher provides a safe physical education learning environment.

Knowledge

- 11(a) The teacher understands the inherent risks involved in physical activity.
- 11(b) The teacher recognizes safety considerations when planning and providing instruction.
- 11(c) The teacher recognizes factors that influence safety in physical activity settings (e.g., skill, fitness, developmental level of students, equipment, attire, facilities, travel, and weather).
- 11(d) The teacher recognizes the level of supervision required for the health and safety of students in all locations (e.g., teaching areas, locker rooms, off-campus).
- 11(e) The teacher understands school policies regarding the emergency action plan, student injury medical treatment, and transportation.
- 11(f) The teacher understands the appropriate steps when responding to safety situations.
- 11(g) The teacher knows cardiopulmonary resuscitation (CPR) and first aid.

Performance

- 11(h) The teacher documents safety issues when planning and implementing instruction to ensure a safe learning environment.
- 11(i) The teacher informs students of the risks associated with physical activity.

- 11(j) The teacher instructs students in appropriate safety procedures for physical activity and corrects inappropriate actions.
- 11(k) The teacher identifies and corrects potential hazards in physical education and physical activity facilities and equipment.
- 11(l) The teacher maintains CPR and first aid certification.

Standard 11 Sources of Evidence

- Liability and safety capstone discussion
- Safety checklist
- Note Catcher chapter 5 reflection

Standard 11 Analysis

Evidence provided through liability and safety capstone discussion, safety checklist, and Note Catcher chapter 5 reflection show that teacher candidates provide a safe physical education learning environment.

Standard 11	Does Not Meet Standard	Meets Standard
Safety		X

Physical Education Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
10	0	10

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Physical Education Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO FOUNDATION STANDARDS FOR SCIENCE TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Knowledge

- 1(a) The teacher knows how students use Science and Engineering Practices and Crosscutting Concepts to develop understanding of the Disciplinary Core Ideas.
- 1(b) The teacher knows common misconceptions and/or partial understandings of scientific disciplinary core ideas and how they develop and affect student learning.

Performance

- 1(c) The teacher addresses common misconceptions and/or partial understandings of scientific disciplinary core ideas as they develop and affect student learning.
- 1(d) The teacher utilizes Science and Engineering Practices and Crosscutting Concepts to develop student understanding of the Disciplinary Core Ideas.

Standard 1 Sources of Evidence

- Skill practice – Making connections and inferences
- Slides – Thinking and doing science
- Formative data analysis – student responses
- Evidence of student learning
- Evidence reflection
- Biology investigation: Bic pens and termite project
- Activity: Fields of science

Standard 1 Analysis

The included lesson plans, activities, and assessments provide evidence that teacher candidates understand how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 1	Does Not Meet Standard	Meets Standard
Learner Development		X

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands the Idaho State Science Standards within their appropriate certification, including all components.
- 4(b) The teacher is familiar with how history has shaped our current understanding of the nature of science and scientific processes.
- 4(c) The teacher understands the core ideas of their respective discipline (i.e., Disciplinary Core Ideas).
- 4(d) The teacher understands the interconnectedness among the science disciplines (i.e., Crosscutting Concepts).
- 4(e) The teacher understands the processes of science (i.e., Science and Engineering Practices).

Performance

- 4(f) The teacher designs and implements lessons (e.g., activities, demonstrations, laboratory and field activities) that align with Idaho State Science Standards within their appropriate certification.
- 4(g) The teacher uses diverse examples from history to teach how our current understanding of the nature of science and scientific processes has changed.
- 4(h) The teacher uses the core ideas of their respective discipline (i.e., Disciplinary Core Ideas) to design and implement lessons.
- 4(i) The teacher designs and implements lessons (e.g., activities, demonstrations, laboratory and field activities) that align with Idaho State Science Standards within their appropriate certification.
- 4(j) The teacher models and guides students in the use of the processes of science. (i.e., Science and Engineering Practices).

Standard 4 Sources of Evidence

- Middle level candidate summary
- Discussion posts – Two science candidates
- Unpacking standards: Science candidate examples
- Student Fall 2020 online exam
- Lesson plan: Nuclear decay with history of a guest star reading

- Activity – Earth’s early atmosphere
- Protein synthesis escape room
- Activity – Science in the real world
- Biology investigation: Bic pens and termite project
- Lesson plan – Newton’s Second Law
- Genetic modification reading lesson plan
- Candidate standards alignment chart

Standard 4 Analysis

The included lesson plans, activities, and assessments provide evidence that teacher candidates understand the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher knows how to apply science and engineering practices to propose, investigate, and evaluate possible solutions to problems.

Performance

- 5(b) The teacher designs opportunities to apply science and engineering practices to propose, investigate, and evaluate possible solutions to problems.

Standard 5 Sources of Evidence

- Lesson plan: Light waves
- Protein synthesis escape room
- Communicating results – Photosynthesis lab
- Biology student project

Standard 5 Analysis

The included lesson plans, activities, and assessments provide evidence that teacher candidates understand how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 5 Application of Content	Does Not Meet Standard	Meets Standard
		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Knowledge

- 8(a) The teacher understands how to implement Science and Engineering Practices in instructional planning.
- 8(b) The teacher understands how to use research based best practices to engage a diverse group of students in learning science (e.g., project-based learning, 5E Instruction, place-based).
- 8(c) The teacher understands how to apply mathematics and technology to analyze, interpret, and display scientific data.
- 8(d) The teacher understands technical writing as a way to communicate science concepts and processes.

Performance

- 8(e) The teacher implements Science and Engineering Practices in instructional planning.
- 8(f) The teacher uses research based practices to engage a diverse group of students in learning science (e.g., project-based learning, 5E Instruction, place-based).
- 8(g) The teacher designs lessons which allow students to utilize mathematics and technology to analyze, interpret, and display scientific data.

Standard 8 Sources of Evidence

- Teacher instruction – Science station set-up
- Writing lesson plan grading rubric
- Lesson plan – genetics close reading
- Lesson plan – buoyancy and writing scientific notation
- Lesson reflection
- Lesson plan – total magnification

- Lesson Plan – Newton’s Second Law
- Biology student project

Standard 8 Analysis

The included lesson plans, activities, and assessments provide evidence that teacher candidates understand how teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 8	Does Not Meet Standard	Meets Standard
Instructional Strategies		X

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Knowledge

- 9(a) The teacher understands the importance of keeping current on research related to how students learn science.
- 9(b) The teacher understands the importance of keeping current on scientific research findings.

Performance

- 9(c) The teacher incorporates current research related to student learning of science into instructional design.
- 9(d) The teacher incorporates current scientific research findings into instructional design.

Standard 9 Sources of Evidence

- Candidate samples – Journal review articles
- Next Generation Science Standards (NGSS) Best Practices
- Lesson Plan – Buoyancy and writing scientific notation
- Protein synthesis escape room
- Biology investigation - Bic pens and termite project
- Prep slides – Changing atmosphere project

Standard 9 Analysis

The included lesson plans, sample work, and activities provide evidence that teacher candidates engage in ongoing professional learning and use evidence to continually evaluate his/her

practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 9	Does Not Meet Standard	Meets Standard
Professional Learning and Ethical Practice		X

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Standard 11: Safety - The science teacher demonstrates and maintains chemical safety, safety procedures, and the ethical treatment of living organisms needed in the science classroom appropriate to their area of licensure.

Knowledge

- 11(a) The teacher knows how to design activities that demonstrate the safe and proper techniques for the preparation, storage, dispensing, supervision/inventory, and disposal of all materials used within their subject area science instruction.
- 11(b) The teacher understands how to design activities that demonstrate an ability to implement emergency procedures and the maintenance of safety equipment, policies and procedures that comply with established state and/or national guidelines.
- 11(c) The teacher understands how to ensure safe science activities appropriate for the abilities of all students.
- 11(d) The teacher understands how to design activities that demonstrate ethical decision-making with respect to the treatment of all living organisms in and out of the classroom. They emphasize safe, humane, and ethical treatment of animals and comply with the legal restrictions on the collection, keeping, and use of living organisms.
- 11(e) The teacher knows how to evaluate a facility for compliance with safety regulations.
- 11(f) The teacher knows how to procure and use Material Safety Data Sheets (MSDS).

Performance

- 11(g) The teacher designs activities that demonstrate the safe and proper techniques for the preparation, storage, dispensing, supervision/inventory, and disposal of all materials used within their subject area science instruction.
- 11(h) The teacher designs activities that demonstrate an ability to implement emergency procedures and the maintenance of safety equipment, policies and procedures that comply with established state and/or national guidelines.
- 11(i) The teacher ensures safe science activities appropriate for the abilities of all students.

- 11(j) The teacher designs activities that demonstrate ethical decision-making with respect to the treatment of all living organisms in and out of the classroom. They emphasize safe, humane, and ethical treatment of animals and comply with the legal restrictions on the collection, keeping, and use of living organisms.
- 11(k) The teacher demonstrates the ability to evaluate a facility for compliance to safety regulations.
- 11(l) The teacher demonstrates the ability to procure and use Material Safety Data Sheet (MSDS).

Standard 11 Sources of Evidence

- Lab safety quiz
- Classroom management plan
- Lab safety assessment
- Lesson plan – Needs of living things
- Ecology Internet lab
- News report and accompanying discussion slide
- Lab safety evaluation
- Egg Lab – Diffusion Osmosis and Fetal Alcohol Syndrome (FAS)
- Lesson plan – Combustion lab
- Lesson plan – Trout dissection

Standard 11 Analysis

The included lesson plans, behavior plans, assessments, sample work, and activities provide evidence that the candidate science teacher demonstrates and maintains chemical safety, safety procedures, and the ethical treatment of living organisms needed in the science classroom appropriate to their area of licensure.

Standard 11	Does Not Meet Standard	Meets Standard
Safety		X

Standard 12: Laboratory and Field Activities - The science teacher demonstrates competence in conducting laboratory, and field activities.

Knowledge

- 12(a) The teacher knows a variety of laboratory and field techniques appropriate to their content area.
- 12(b) The teacher knows a variety of strategies to develop students’ laboratory and field skills.

Performance

- 12(c) The teacher engages students in a variety of laboratory and field techniques appropriate to their content area.
- 12(d) The teacher uses a variety of instructional strategies in laboratory and field experiences to engage students in developing their understanding of the natural world.

Standard 12 Sources of Evidence

- Microscopy-based assignment
- Lesson plan – Free fall lab
- DNA extraction lab
- Prep slides – Changing atmosphere project
- Student teaching journal
- Chicken wing lab
- Lesson plans – Linear motion Graphs review, Intro to Kinematic equation

Standard 12 Analysis

The included lesson plans, journal entries, slides, sample work, and activities provide evidence that the candidate science teacher demonstrates competence in conducting laboratory and field activities.

Standard 12	Does Not Meet Standard	Meets Standard
Laboratory and Field Activities		X

Science Foundation Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
7	0	7

Areas for Consideration

-
-
-

Recommended Action on Idaho Foundation Standards for Science Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR BIOLOGY TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands the major underlying theories and principles of molecular and organismal biology, including: structure and function, growth and development, and organization for matter and energy flow.
- 4(b) The teacher understands the major underlying theories and principles of ecosystems including: interdependent relationships; cycles of energy and matter transfer; the relationship among dynamics, function, and resilience; and social interactions and group behavior.
- 4(c) The teacher understands the major underlying theories and principles of heredity, including structure and function of DNA, and inheritance and variation of traits.
- 4(d) The teacher understands the major underlying theories and principles of biological adaptation; including evidence of common ancestry and diversity, natural selection, adaptation, and biodiversity and humans.

Performance

- 4(e) The teacher develops lessons based on the major underlying theories and principles of molecular and organismal biology including: structure and function, growth and development, and organization for matter and energy flow.
- 4(f) The teacher develops lessons based on the major underlying theories and principles of ecosystems including: interdependent relationships; cycles of energy and matter transfer; the relationship among dynamics, function, and resilience; and social interactions and group behavior.

- 4(g) The teacher develops lessons based on the major underlying theories and principles of heredity; including structure and function of DNA, and inheritance and variation of traits.
- 4(h) The teacher develops lessons based on the major underlying theories and principles of biological adaptation; including evidence of common ancestry and diversity, natural selection, adaptation, and biodiversity and humans.

Standard 4 Sources of Evidence

- Various example exams created by candidates
- Half the world project
- Student example – Report pedigree
- Phylogeny assignment
- Modeling migration
- Lesson plan – Cell exploration activities
- Lesson plan – Cell transport
- Lesson plan – Specialized cells
- Lesson plan – Making connections on how energy is passed
- Lesson plan – Genetics
- Evidence of student learning entries

Standard 4 Analysis

The included lesson plans, journal entries, slides, sample work, and activities provide evidence candidates understand the central concepts, tools of inquiry, and structures of Biology, and they teach and create learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Biology Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
1	0	1

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Biology Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR CHEMISTRY TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher has a broad knowledge of mathematical principles and is familiar with the connections that exist between mathematics and chemistry.
- 4(b) The teacher understands fundamental structures of atoms and molecules.
- 4(c) The teacher understands basic principles of ionic, covalent, and metallic bonding.
- 4(d) The teacher understands periodicity of physical and chemical properties of elements.
- 4(e) The teacher understands laws of conservation of matter and energy.
- 4(f) The teacher understands fundamentals of chemical kinetics, equilibrium and thermodynamics.
- 4(g) The teacher understands kinetic molecular theory and gas laws.
- 4(h) The teacher understands mole concept, stoichiometry, and laws of composition.
- 4(i) The teacher understands solutions and colligative properties.
- 4(j) The teacher understands acids/base chemistry.
- 4(k) The teacher understands fundamental oxidation-reduction chemistry.
- 4(l) The teacher understands fundamental organic chemistry and biochemistry.
- 4(m) The teacher understands applications of chemistry in personal and community health and environmental quality.
- 4(n) The teacher understands fundamentals of nuclear chemistry.
- 4(o) The teacher understands the importance of accuracy and precision in measurements.

- 4(p) The teacher understands the language and symbols of chemistry, including the symbols of elements and the procedures for naming compounds and determining chemical formulas.
- 4(q) The teacher understands the different types of chemical reactions.
- 4(r) The teacher understands symbolic and particulate models and how they can be used to interpret and explain macroscopic observations.

Performance

- 4(s) The teacher models the application of mathematical principles and the connections that exist between mathematics and chemistry.
- 4(t) The teacher demonstrates their knowledge of fundamental structures of atoms and molecules.
- 4(u) The teacher applies the basic principles of ionic, covalent, and metallic bonding.
- 4(v) The teacher utilizes the periodic table to predict the physical and chemical properties of elements (e.g. ionization energy, atomic radius, types of bonding).
- 4(w) The teacher illustrates the laws of conservation of matter and energy qualitatively and quantitatively (e.g. balancing chemical equations, enthalpy calculations).
- 4(x) The teacher applies the scientific principles and evidence of chemical kinetics, equilibrium and thermodynamics to the behavior of matter.
- 4(y) The teacher is able to use Kinetic Molecular Theory and concepts of intermolecular forces to make predictions about the macroscopic properties of gases, including both ideal and nonideal.
- 4(z) The teacher can apply the mole concept, stoichiometry, and laws of composition (e.g. converting moles to mass).
- 4(aa) The teacher applies the concepts of solution chemistry (e.g. calculate and prepare solutions at precise concentrations, colligative properties).
- 4(bb) The teacher applies the concepts of acids/base chemistry to predict properties and reactions.
- 4(cc) The teacher is able to identify oxidation-reduction reactions and justify the identification in terms of electron transfer.
- 4(dd) The teacher demonstrates an understanding of the fundamental ideas of organic chemistry and how they relate to biochemistry.
- 4(ee) The teacher relates the fundamental principles of chemistry to personal and community health and environmental quality.
- 4(ff) The teacher can develop models to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.

- 4(gg) The teacher applies accuracy and precision to their measurements and calculations.
- 4(hh) The teacher applies the language and symbols of chemistry, including the symbols of elements and the procedures for naming compounds and determining chemical formulas.
- 4(ii) The teacher categorizes and identifies a variety of chemical reaction types.
- 4(jj) The teacher can utilize symbolic and particulate models to interpret and explain macroscopic observations.

Standard 4 Sources of Evidence

- NNU coursework, final exams, and associated worksheets
- Faculty interviews
- Lesson plans and journal entries shared by NNU faculty

Standard 4 Analysis

By completing the NNU coursework, final exams, and associated worksheets to proficiency level, it is apparent that the teacher candidate will understand the central concepts, tools of inquiry, and structures of Chemistry, and he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Chemistry Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
1	0	1

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Chemistry Teachers

- Approved
- Conditionally Approved
- Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR PHYSICS TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands electromagnetic and gravitational interactions as well as concepts of matter and energy to formulate a coherent understanding of the natural world.
- 4(b) The teacher understands the major concepts and principles of the basic areas of physics, including classical and quantum mechanics, thermodynamics, waves, optics, electricity, magnetism, and nuclear physics.
- 4(c) The teacher knows how to apply appropriate mathematical and problem solving principles including algebra, geometry, trigonometry, calculus, and statistics in the description of the physical world and is familiar with the connections between mathematics and physics.

Performance

- 4(d) The teacher develops and applies conceptual models to describe the natural world.
- 4(e) The teacher tests and evaluates physical models through direct comparison with the phenomena via laboratory and field activities and demonstrations.
- 4(f) The teacher utilizes the appropriate mathematical principles in examining and describing models for explaining physical phenomena.

Standard 4 Sources of Evidence

- Physics course work and final exams
- Physics students outcomes rubrics
- Lesson plan – Newton’s Second Law
- Lesson plan – Work and power

- Lesson plan – Forces simulation
- Lesson plan - Free Fall lab
- Lesson plan – Projectile motion
- Lesson plan – Gravity and air resistance

Standard 4 Analysis

By completing the NNU coursework, final exams, and associated worksheets to proficiency level, along with the shared lesson plans, it is apparent that the teacher candidate understands the central concepts, tools of inquiry, and structures of Physics, and he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Physics Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
1	0	1

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Physics Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO FOUNDATION STANDARDS FOR SOCIAL STUDIES TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Knowledge

- 1(a) The teacher understands the influences that contribute to intellectual, social, and personal development.
- 1(b) The teacher understands the impact of learner environment on student learning.

Performance

- 1(c) The teacher provides opportunities for learners to engage in civic life, politics, and government.

Standard 1 Sources of Evidence

- EDUC 3920 Culture and emotions discussion board
- UDL unit accommodation plan
- EDUC 3195 development discussion board
- Engaging earnings discussion board
- Lesson plan - Civil rights and liberties
- Take Action projects
- Write to government activity
- Mock Supreme Court cases
- Candidate interviews
- Faculty interviews

Standard 1 Analysis

The evidence demonstrates that teacher candidates understand learner development. Discussion boards, unit and lesson plans, project designs, and faculty and candidate interviews confirm that candidates recognize that patterns of learning vary across cognitive, linguistic, social, emotional, and physical areas. Unit and lesson plans indicate that candidates implement developmentally appropriate and challenging learning experiences.

Standard 1	Does Not Meet Standard	Meets Standard
Learner Development		X

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher has a broad knowledge base of the social studies and related disciplines (e.g., history, economics, geography, political science, behavioral sciences, humanities).
- 4(b) The teacher understands how and why various governments and societies have changed over time.
- 4(c) The teacher understands how and why independent and interdependent systems of trade and production develop.
- 4(d) The teacher understands the impact that cultures, religions, technologies, social movements, economic systems, and other factors have on civilizations, including their own.
- 4(e) The teacher understands the responsibilities and rights of citizens in the United States of America's political system, and how citizens exercise those rights and participate in the system.
- 4(f) The teacher understands how geography affects relationships between people, and environments over time.
- 4(g) The teacher understands how to identify primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, statistical data) in interpreting social studies concepts.

Performance

- 4(h) The teacher compares and contrasts various governments and cultures in terms of their diversity, commonalities, and interrelationships.
- 4(i) The teacher incorporates methods of inquiry and scholarly research into the curriculum.

Standard 4 Sources of Evidence

- Praxis® II pass rates
- HIS 1040 Exam
- GEOG/ POLS 3100 Exam
- GEOG 150 Why paper
- Lesson plan - Distribution of resources
- HIS 1030/1040 Exams

- POLS 1010 Paper
- Lesson plan – Civic virtue
- Lesson plan – Forms of government (12th grade)
- Inquiry lesson plan - Imperialism

Standard 4 Analysis

Praxis® II pass rates, course exams and papers, and lesson plans demonstrate that candidates understand the central concepts, tools of inquiry, and structures of the social studies discipline. Lesson plans demonstrate that candidates create learning experiences that make the discipline accessible and meaningful to the learner.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher incorporates current events and historical knowledge, to guide learners as they predict how people from diverse global and cultural perspectives may experience and interpret the world around them.
- 5(b) The teacher understands how to effectively analyze the use of primary and secondary sources in interpreting social studies concepts.

Performance

- 5(c) The teacher demonstrates and applies chronological historical thinking.
- 5(d) The teacher integrates knowledge from the social studies in order to prepare learners to live in a world with limited resources, cultural pluralism, and increasing interdependence.
- 5(e) The teacher uses and interprets primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables) when presenting social studies concepts.

Standard 5 Sources of Evidence

- Lesson plan - CAP
- Lesson plan - Voting trends
- Lesson plan - Trail of Tears
- Lesson plan - Great Plains photo analysis
- HIS 1030/1040 Exams
- Lesson plan - Distribution of resources

- Who Wants to be a Millionaire review game

Standard 5 Analysis

The evidence indicates that candidates understand how to connect concepts and use differing perspectives to engage learners. Lesson plans demonstrate that candidates can engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Knowledge

- 8(a) The teacher understands strategies for clear and coherent reading, speaking, listening, and writing within the context of social studies, consistent with approved 6-12 standards.

Performance

- 8(b) The teacher fosters clear and coherent learner reading, speaking, listening, and writing skills within the context of social studies, consistent with approved 6-12 standards.

Standard 8 Sources of Evidence

- Teacher Literacy Toolbox
- Content pedagogy paper
- Journal article reviews
- Lesson plan - Women’s suffrage

Standard 8 Analysis

The evidence demonstrates that candidates use a variety of instructional strategies to encourage learners to develop deep understanding of content areas and to apply knowledge meaningfully. Lesson plans, journal article reviews, and the teacher Literacy Toolbox demonstrate the application of varied and meaningful instructional strategies.

Standard 8	Does Not Meet Standard	Meets Standard
Instructional Strategies		X

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Social Studies Foundation Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
4	0	4

Areas for Consideration

-
-
-

Recommended Action on Idaho Foundation Standards for Social Studies Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR AMERICAN GOVERNMENT/POLITICAL SCIENCE
TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands the relationships between civic life, politics, and government.
- 4(b) The teacher understands the political spectrum and factors that affect individual political views and behavior.
- 4(c) The teacher understands the purpose and foundations of government and constitutional principles of the United States of America's political system.
- 4(d) The teacher understands the organization of local, state, federal, and tribal governments, how power has evolved, and how responsibilities are organized, distributed, shared, and limited as defined by the Constitution of the United States of America.
- 4(e) The teacher understands the importance of international relations (e.g., evolution of foreign policy, national interests, global perspectives, international involvements, human rights, economic impacts, environmental issues).
- 4(f) The teacher understands the role of elections, political parties, interest groups, media (including social), and public policy (foreign and domestic) in shaping the United States of America's political system.
- 4(g) The teacher understands the civic responsibilities and rights of all individuals in the United States of America (e.g., individual and community responsibilities, participation in the political process, rights and responsibilities of non-citizens, the electoral process).
- 4(h) The teacher understands different forms of government found throughout the world.

Performance

- 4(i) The teacher assists learners in developing an understanding of citizenship and promotes learner engagement in civic life, politics, and government.
- 4(j) The teacher demonstrates comprehension and analysis of the foundations and principles of the United States of America political system and the organization and formation of the United States of America government.
- 4(k) The teacher demonstrates comprehension and analysis of United States of America foreign policy and international relations.
- 4(l) The teacher integrates global perspectives and current events into the study of civics and government.
- 4(m) The teacher engages learners in civil discourse and promotes its use in a democratic society.

Standard 4 Sources of Evidence

- POLS 1030 Policy papers
- POLS 3610 Summary papers
- American government Praxis® II scores
- POLS 1010 Syllabus
- POLS 3610 Syllabus
- POLS 3610 Summary papers
- Lesson plan - Idaho Constitution
- Lesson Plan - Civic virtue
- Lesson Plan - Civil rights and liberties
- Lesson Plan - Student CAP presentations
- Lesson Plan - Forms of government
- Inquiry lesson plan - Imperialism

Standard 4 Analysis

Praxis® II pass rates, course syllabi and papers, and lesson plans demonstrate that candidates understand the central concepts, tools of inquiry, and structures of the American Government/Political Science discipline. Lesson plans demonstrate that candidates create learning experiences that make the discipline accessible and meaningful to the learner.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

American Government/Political Science Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
1	0	1

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for American Government/Political Science Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR HISTORY TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands themes and concepts in history (e.g., exploration, expansion, migration, immigration).
- 4(b) The teacher understands the political, social, cultural, and economic responses to industrialization and technological innovation.
- 4(c) The teacher understands how international and domestic relations impacted the development of the United States of America.
- 4(d) The teacher understands how significant compromises, conflicts, and events defined and continue to define the United States of America.
- 4(e) The teacher understands the political, social, cultural, and economic development of the United States of America.
- 4(f) The teacher understands the political, social, cultural, and economic development of the peoples of the world.
- 4(g) The teacher understands the impact of gender, race, ethnicity, religion, and national origin on history.
- 4(h) The teacher understands the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, statistical data) in interpreting social studies concepts, historical perspectives, and biases.

Performance

- 4(i) The teacher makes chronological and thematic connections between political, social, cultural, and economic concepts.

- 4(j) The teacher incorporates the issues of gender, race, ethnicity, religion, and national origin into the examination of history.
- 4(k) The teacher facilitates student inquiry regarding international relationships.
- 4(l) The teacher relates the role of compromises and conflicts to continuity and change across time.
- 4(m) The teacher demonstrates an ability to research, analyze, evaluate, and interpret historical evidence.
- 4(n) The teacher incorporates the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, statistical data) in interpreting social studies concepts, historical perspectives, and biases.

Standard 4 Sources of Evidence

- History Praxis® II scores
- HIST 1030 Syllabus and perfect paragraph assignment
- HIST 1040 Syllabus and exam
- HIST 2040 Syllabus
- HIST 3480 Syllabus and short paper exemplar
- HIST 3390 Syllabus and exam
- Lesson plan - Imperialism
- Lesson plan - Rise of dictators
- Lesson plan – Women’s suffrage
- Inquiry lesson plan - Great Depression as a global event
- Lesson plan - Domino theory
- Lesson plan - Foreign policy
- Lesson plan - Alliance system

Standard 4 Analysis

Praxis® II pass rates, course syllabi, exams, and papers, and lesson plans provided by the EPP demonstrate that candidates understand the central concepts, tools of inquiry, and structures of the History discipline. Lesson plans demonstrate that candidates create learning experiences that make the discipline accessible and meaningful to the learner.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

History Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
1	0	1

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for History Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO FOUNDATION STANDARDS FOR VISUAL AND PERFORMING ARTS TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Knowledge

- 2(a) The teacher understands the impact of the arts on students with exceptional needs, including those associated with disabilities, giftedness, second language acquisition, and at-risk students.

Standard 2 Sources of Evidence

- Course syllabus with assignment directions
- Methods accommodation plan directions
- ELL case study slides – Candidate presentation
- Candidate interviews
- Cooperating teacher interviews

Standard 2 Analysis

The course syllabus and methods accommodation plan indicate teacher candidates will be able to understand learning needs and use strategies to meet those needs. The ELL slide show demonstrated understanding of SIOP strategies and how to use them in the elementary music ed classroom. There is evidence of knowledge but no evidence of application of accommodations or learning strategies to ensure that every learner has an inclusive learning environment to meet high standards. Interviewed candidates confirmed knowing about exceptional and ELL needs but the opportunities and/or strategies to relate it to the performing arts classroom were limited. Interviewed candidates confirmed they would like more time in the cultural diversity and ELL courses. Cooperating teacher interviews confirmed the teacher candidates understand the needs but demonstrate limited knowledge of application for accommodations and strategies.

Standard 2	Does Not Meet Standard	Meets Standard
Learning Differences		X

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands the history and foundation of arts education.
- 4(b) The teacher understands the processes and content of the arts discipline being taught.
- 4(c) The teacher understands how to observe, describe, interpret, critique, and assess the arts discipline being taught.
- 4(d) The teacher understands the cultural, historical, and contemporary contexts surrounding works of art.
- 4(e) The teacher understands that the arts communicate, challenge, and influence culture and society.
- 4(f) The teacher understands the aesthetic purposes of the arts and that arts involve a variety of perspectives and viewpoints.
- 4(g) The teacher understands how to select and evaluate a range of artistic subject matter and ideas appropriate for students' personal and/or career interests.
- 4(h) The teacher understands connections between art curriculum and vocational opportunities.

Performance

- 4(i) The teacher instructs, demonstrates, and models technical and expressive proficiency in the particular arts discipline being taught.

Standard 4 Sources of Evidence

- Course syllabus with assignment directions – Candidate examples of assignments
- Directions and rubric for content pedagogy essay – Candidate examples of assignment
- Cooperating teacher observations and feedback
- Music history paper rubric – Candidate examples
- Lesson plan template – Candidate examples
- Concert attendance and reflection – Candidate examples
- Various arts essay assignments – Candidate examples
- Candidate recital performance example
- Visual arts project examples

Standard 4 Analysis

The work samples, lesson plans, assignments, and essays provide evidence that teacher candidates understand the concepts, tools, and structures in creating learning experiences that will allow for mastery of content. The artifacts provide evidence of content knowledge specific to

the discipline being taught. The lesson plans provide evidence of interpreting and assessing in the content area. The student recital and visual art project examples models technical and expressive proficiency in their arts discipline. However, artifacts revealed limited areas of diversity and the influence on cultural contexts.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

- 5(a) The teacher understands the relationships between the arts and how the arts are vital to all content areas.

Performance

- 5(b) The teacher engages students in identifying relationships between the arts and other content areas.
- 5(c) The teacher instructs students in making observations, interpretations, and judgments about their own artworks and the works of other artists.

Standard 5 Sources of Evidence

- Performing arts paper – Candidate examples
- Secondary methods unit rubric – Unit alignment candidate examples
- Connecting literacy to content assignment and rubric – Candidate lesson plan
- Visual arts project assignments – Candidate examples
- Faculty interviews

Standard 5 Analysis

The writing and music Lesson plan and rubric shows evidence of identifying the arts to other content areas. The visual art portrait assignment and the concert papers showed evidence of teacher candidates in making observations, interpretations, and judgements about their own artwork and the artwork of others. Interviews of EPP teacher leads showed more evidence of the application of content in the classroom in the teacher candidates’ portfolios. Relating content to local and global issues lacked in demonstration.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Knowledge

- 6(a) The teacher understands assessment strategies specific to creating, performing, and responding.
- 6(b) The teacher understands how arts assessments strategies (e.g., portfolio, critique, performance/presentation) specific to the arts enhance evaluation, as well as student knowledge and performance.

Performance

- 6(c) The teacher assesses student work specific to creating, performing, and responding.

Standard 6 Sources of Evidence

- Music methods assessment plan – Candidate examples
- Concert reflection
- Playing test assessment
- Principles of Art project rubric
- Graphic design candidate portfolio

Standard 6 Analysis

Evidence included multiple methods of assessments. The assessment plan on dynamics, tempo, etc., using the 1812 Overture, was most specific to creating, performing, and responding because of the clarity of the connection to the standards. The Music P-12 learning assignment showed clear evidence of using multiple methods of assessments with activities that engaged learners. The reflection piece showed evidence in guiding the teacher candidate to monitor the learner's progress and make changes as necessary.

Standard 6	Does Not Meet Standard	Meets Standard
Assessment		X

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Knowledge

- 7(a) The teacher understands that instructional planning for the arts teacher includes acquisition and management of materials, technology, equipment, and use of physical space.

Standard 7 Sources of Evidence

- Budget plan for middle school band program
- List of materials and tools needed for the secondary art room
- Classroom management plan

Standard 7 Analysis

Evidence provided indicates the teacher candidate understands management of materials, equipment, and the use of physical space as applied to the visual and performing arts program area.

Standard 7	Does Not Meet Standard	Meets Standard
Planning for Instruction		X

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Knowledge

- 9(a) The teacher understands regulations regarding copyright laws.

Standard 9 Sources of Evidence

- Presentation slides of copyright laws and corresponding quiz
- Copyright basics assignment – Candidate “take away” example
- Olympic symbol assignment – Candidate example
- Attendance at Idaho Music Educators Association (IMEA) State Conference – Candidate reflection

Standard 9 Analysis

The presentation slides, copyright basics reflection, and Olympic project assessment provide evidence that teacher candidates understand regulations regarding copyright laws in ethical practice. Candidates attending the IMEA conference and writing a reflection on sessions provide evidence in engaging in professional learning and evaluation of practice.

Standard 8	Does Not Meet Standard	Meets Standard
Professional Learning and Ethical Practice		X

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Knowledge

- 10(a) The teacher understands appropriate administrative, financial, management, and organizational aspects specific to the school/district arts program and its community partners.
- 10(b) The teacher understands the unique relationships between the arts and their audiences.

Performance

- 10(c) The teacher promotes the arts for the enhancement of the school, the community, and society.
- 10(d) The teacher selects and creates art exhibits and performances that are appropriate for different audiences.

Standard 10 Sources of Evidence

- Budget assignment – Candidate example
- Fundraiser assignment – Candidate example
- P-12 learning student teaching
- Fall concert YouTube example
- Studio practice artwork and influences artifact

Standard 10 Analysis

Budget and fundraising assignments provide evidence that the teacher candidate understands the financial management and organization aspects specific to arts programs. The P-12 learning example demonstrates collaboration with learners, colleagues, and the cooperative teacher, in advancing the profession. The fall concert excerpt and the studio project are indicative of art exhibits and performance. The print magazine cover project shows respect for the audience it is intended to reach. The evidence also suggests that the program may need to consider increased exposure to arts advocacy and community engagement to increase the understanding of the promotion and enhancement of the arts, community partnerships, and audiences.

Standard 10	Does Not Meet Standard	Meets Standard
Leadership and Collaboration		X

Standard 11: Safety and Management - The teacher creates a safe, productive physical learning environment, including management of tools, supplies, equipment, and space.

Knowledge

- 11(a) The teacher knows the procedures for safely handling, operating, storing, and maintaining the tools and equipment appropriate to his or her arts discipline.
- 11(b) The teacher understands the use and management of necessary performance and exhibit tools and equipment specific to his or her discipline.

Performance

- 11(c) The teacher established procedures that ensure students have the skills and knowledge necessary to accomplish tasks safely.
- 11(d) The teacher manages the simultaneous activities that take place daily in the arts classroom.

Standard 11 Sources of Evidence

- Art syllabus
- Materials and tools for secondary art room
- Classroom management plan
- Woodshop safety protocols
- Conversation, Help, Activity, Movement, Participation, Success (CHAMPS) classroom management model
- Rhythm stations lesson

Standard 11 Analysis

Work samples, management plans, and safety protocols provide evidence that teacher candidates have planned to create a safe learning environment, including management of tools and supplies. The lesson plan and CHAMPS model provide evidence for the management of simultaneous activities and establishment of procedures.

Standard 11	Does Not Meet Standard	Meets Standard
Safety and Management		X

Visual and Performing Arts Foundation Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
8	0	8

Areas for Consideration

-
-
-

Recommended Action on Idaho Foundation Standards for Visual and Performing Arts Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR MUSIC TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Performance

- 4(a) The teacher is able to prepare students for musical performance, including:
- Singing, alone and with others, a varied repertoire of music.
 - Performing on instruments, alone and with others, a varied repertoire of music.
 - Reading and notating music
- 4(b) The teacher is able to teach students how to create music, including:
- Improvising melodies, variations, and accompaniments.
 - Composing and arranging music within specified guidelines.
- 4(c) The teacher is able to prepare students to respond to musical works, including the following:
- Listening to, analyzing, and describing music.
 - Evaluating music and music performances.
- 4(d) The teacher is able to prepare students to make musical connections, including:
- Understanding relationships between music, the other arts, and disciplines outside the arts.
 - Understanding music in relation to history and culture.

Standard 4 Sources of Evidence

- Music course descriptions and syllabi
- Lesson plans

- Concert recordings
- Sample scorings
- *Music connection reflection*
- *Jazz lesson*
- *Los Machetes Folk dance lesson*
- Music theory composition project
- Music history research paper
- Candidate reflections of lesson plans and concert attendance

Standard 4 Analysis

The course descriptions provide a clear learning path for teacher candidates. The work samples, lesson plans, student reflections, music theory projects, and history papers provide evidence that the teacher candidate understands the central concepts needed to prepare students for musical performance, creating music, responding to music, and making those connections. The music connection reflection, jazz lesson, and the Los Machetes Folk dance lesson evidence the connection of music in relation to history, culture, and the arts. The dance, folk music, and combining choir and drama indicates the teacher candidate understands the relationship between music and the other arts.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Performance

- 5(a) The teacher is able to demonstrate how to apply music content knowledge in the following settings: general music, music theory, music technology, guitar, keyboard, and performing ensembles.

Standard 5 Sources of Evidence

- Music course descriptions and syllabi
- Music theory final project
- Lesson plans
- Candidate reflection
- Instructional model toolkit
- P-12 student teacher summary

Standard 5 Analysis

The course descriptions and the work samples submitted provide evidence that teacher candidates can apply their music content knowledge in a variety of settings. Participation in performing ensembles is a requirement and the student reflection sample provides evidence of the connection between participation in an ensemble and the routines and execution of a music class.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
2	0	2

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Music Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR VISUAL ARTS TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher understands a variety of media, styles, and techniques in multiple art forms.
- 4(b) The teacher has knowledge of individual artists' styles and understands the historical and contemporary movements and cultural contexts of those works.
- 4(c) The teacher understands the elements and principles of art and how they relate to art making and art criticism.
- 4(d) The teacher understands how to use the creative process (brainstorm, research, rough sketch, final product, and reflection).
- 4(e) The teacher understands the value of visual arts as they relate to everyday experiences.

Performance

- 4(f) The teacher applies a variety of media, styles, and techniques in multiple art forms.
- 4(g) The teacher instructs students in individual artist styles and understands historical and contemporary movements and cultural contexts of those works.
- 4(h) The teacher applies the elements and principles of art and how they relate to art making and art criticism.
- 4(i) The teacher demonstrates how to use the creative process (brainstorm, research, rough sketch, final product).
- 4(j) The teacher provides opportunities for students to collect work over time (portfolio) to reflect on their progress, and to exhibit their work.

Standard 4 Sources of Evidence

- Visual arts course descriptions and syllabi
- Lesson plans
- Final projects
- Candidates’ student work samples

Standard 4 Analysis

The course descriptions provide a clear learning path for teacher candidates. The work samples, lesson plans, and final projects provide evidence that teacher candidates understand a variety of media, styles, and techniques in multiple art forms. The art history essay provides understanding of individual artists’ styles. The elements and principles of design lesson plan provides evidence for both the understanding of the principles but also how to relate it to the creative process. The student work examples from Fairmont Junior High demonstrate the application in the classroom.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Visual Arts Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
1	0	1

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Visual Arts Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR WORLD LANGUAGES TEACHERS

Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Knowledge

- 1(a) The teacher understands that the process of second language acquisition includes a variety of skills within the presentational, interpretive, and interpersonal modes of communication.
- 1(b) The teacher understands that cultural knowledge is essential for the development of second language acquisition.
- 1(c) The teacher knows the methodologies and theories specific to second language acquisition.
- 1(d) The teacher understands the learner development process from novice to advanced levels of language proficiency.

Performance

- 1(e) The teacher uses a variety of skills within the presentational, interpretive, and interpersonal modes of communication.
- 1(f) The teacher integrates cultural knowledge into all language development.
- 1(g) The teacher integrates the language theories for first and second language acquisition related to cognitive development in order to facilitate language growth.

Standard 1 Sources of Evidence

- EDUC 3150 Course syllabus
- Course assignment description: ELP case study, SIOP summary
- Teacher candidate artifacts: SIOP summary, pedagogy paper, Discussion 7 incorporating differentiation

Standard 1 Analysis

Course syllabi, specific course assignments, and teacher candidate artifacts provide evidence that teacher candidates understand how learners grow and develop, that they do recognize patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and that they design and implement developmentally appropriate and challenging learning experiences. The EPP addressed each indicator associated with standard one. The evidence spanned time, included program design, and documented candidate work.

Standard 1	Does Not Meet Standard	Meets Standard
Learner Development		X

Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Knowledge

- 2(a) The teacher understands sociolinguistic factors such as gender, age, socioeconomic background, ethnicity, sexual orientation, religious beliefs that affect how individuals perceive and relate to their own culture and language and that of the second culture and language.
- 2(b) The teacher understands students' individual needs and how they affect the process of second language acquisition.

Performance

- 2(c) The teacher incorporates learning activities that enable students to identify how their perception of the target culture(s) compares with their own.
- 2(d) The teacher differentiates instruction to address the diverse needs of individual students' second language acquisition.

Standard 2 Sources of Evidence

- EDUC 3150 Course syllabus
- Teacher candidate artifacts: Lesson plans with accommodations and differentiation; ELP presentations; Online discussion forums; Discussion 7 making accommodations
- Course rubric: UDL rubric
- Course assignment prompt for online discussions

Standard 2 Analysis

Course syllabus, teacher candidate artifacts, course rubrics, and course assignment descriptions provide evidence that teacher candidates use their understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards in the world language classroom.

Standard 2	Does Not Meet Standard	Meets Standard
Learning Differences		X

Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Knowledge

- 3(a) The teacher understands that students thrive in a low affective filter learning environment.
- 3(b) The teacher knows current practices of classroom management techniques (e.g., comprehensible input and output) that successfully allow for a variety of activities that take place in a world language classroom.

Performance

- 3(c) The teacher implements strategies that encourage a low affective filter, such as group/pair work, focused practice, positive error correction, and classroom management techniques that use current research-based practices to facilitate group/pair interactions and maintain a positive flow of instruction.
- 3(d) The teacher implements current best practices of classroom management techniques (e.g., comprehensible input and output) that successfully allow for a variety of activities that take place in a world language classroom.

Standard 3 Sources of Evidence

- Teacher candidate artifacts: Lesson plans, UDL project, pedagogy paper
- UDL project description

Standard 3 Analysis

Course specific assignments and teacher candidate artifacts demonstrate design and performance evidence that teacher candidates work together with others to create environments that support individual and collaborative learning, and that they work to encourage positive social interaction, active engagement in learning, and self-motivation in their world language classroom.

Standard 3	Does Not Meet Standard	Meets Standard
Learning Environments		X

Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

- 4(a) The teacher knows the ACTFL (American Council on the Teaching of Foreign Languages) Proficiency Guidelines for language skills according to interpretive, presentational, and interpersonal modes.
- 4(b) The teacher knows the cultural perspectives as they are reflected in the target language.
- 4(c) The teacher understands key linguistic structures (e.g., phonetics, morphology, semantics, syntax, pragmatics) particular to the target language.
- 4(d) The teacher knows the history, arts, and literature of the target culture(s).
- 4(e) The teacher knows the current social, political, and economic realities of the countries related to the target language.
- 4(f) The teacher understands how the target language and culture perceives and is perceived by other languages and cultures.
- 4(g) The teacher understands the stereotypes held by both the U.S. and target cultures and the impacts of those beliefs.

Performance

- 4(h) The teacher demonstrates advanced level performance according to interpretive, presentational, and interpersonal modes as defined by ACTFL.
- 4(i) The teacher integrates language skills and cultural knowledge in the target language within the presentational, interpretive, and interpersonal modes of communication.
- 4(j) The teacher advocates for the value and benefits of world language learning to education stakeholders.
- 4(k) The teacher uses the target language in presentational, interpretive, and interpersonal modes of communication and provides opportunities for the students to do so.
- 4(l) The teacher provides opportunities to communicate in the target language in meaningful, purposeful activities that simulate real-life situations.
- 4(m) The teacher systematically incorporates culture into instruction.
- 4(n) The teacher incorporates how the target language/culture perceives and is perceived by other languages and cultures.
- 4(o) The teacher demonstrates how culture and language are intrinsically connected.
- 4(p) The teacher demonstrates the way(s) in which key linguistic structures, including phonetics, morphology, semantics, syntax, and pragmatics, particular to the target language, compare to English communication patterns.

Standard 4 Sources of Evidence

- SPAN 1020/2020/3094/3310 and EDUC 3630 Course syllabi

- Course assignment descriptions, cultural competency requirement, la familia description
- Praxis® II pass rates in content area exam; tracking data on candidates
- Teacher candidate artifacts: Lesson plans; course discussions, essay in world languages, language test scores, “Obra Maestra” presentation
- Student teacher evaluations, observations, reflections

Standard 4 Analysis

Course syllabi and course assignment descriptions, Praxis® II pass rates, course exams, papers and projects, lesson plans, and teacher evaluations demonstrate that teacher candidates understand the central concepts, tools of inquiry, and structures of the world language discipline. Lesson plans, reflections, and teacher evaluations demonstrate that candidates create learning experiences that make the discipline accessible and meaningful to the learner.

Standard 4	Does Not Meet Standard	Meets Standard
Content Knowledge		X

Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Performance

- 5(a) The teacher uses a variety of techniques to foster proficiency within the target language such as dialogues, songs, open-ended inquiry, non-verbal techniques, guided questions, modeling, role-playing, and storytelling.

Standard 5 Sources of Evidence

- Teacher candidate lesson plans: Spelling changes (interviews and exit tickets), preterit lesson plan (student generated summary; music)
- Teacher candidate lesson slides: Career opportunity rap, buddy pairing dialogue; affirmative skit teaching slides, student teaching slides: affirmative/negative
- Teacher candidate classroom project: Stem Changing Verbs board game

Standard 5 Analysis

Teacher candidate lesson plans, lesson slides, and classroom project offer evidence that teacher candidates understand how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues as related to teaching world languages. The performance evidence demonstrates that teacher candidates use a variety of techniques to foster proficiency within the target language.

Standard 5	Does Not Meet Standard	Meets Standard
Application of Content		X

Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher’s and learner’s decision making.

Knowledge

- 6(a) The teacher knows the NCSSFL-ACTFL Can Do Statements and ACTFL Performance Descriptors according to the interpretive, interpersonal and presentational modes for a variety of skills (e.g., listening, speaking, reading, writing, signing).

Performance

- 6(b) The teacher uses the NCSSFL-ACTFL Can Do Statements and ACTFL Performance Descriptors according to the interpretive, interpersonal and presentational modes for a variety of skills (e.g., listening, speaking, reading, writing, signing) to create proficiency- based to create proficiency-based formative and summative assessments.

Standard 6 Sources of Evidence

- Teacher candidate artifacts:
 - Spanish 6-12 content test
 - French culture lesson plan
 - Secondary instructional unit overview
 - Fiesta de Cumpleanos unit
 - UbD unit sketch
- Course assignment project description and rubric: English Language Proficiency (ELP) case study elementary and secondary

Standard 6 Analysis

Course specific assignment descriptions and rubrics, and multiple teacher candidate classroom artifacts demonstrate design and performance evidence that the teacher candidate understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the world language teacher’s and learner’s decision making.

Standard 6	Does Not Meet Standard	Meets Standard
Assessment		X

Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum,

cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Knowledge

- 7(a) The teacher understands how to incorporate the ACTFL Standards of communication, cultures, connections, comparisons, and communities into instructional planning.
- 7(b) The teacher knows how to design lesson plans based on ACTFL Standards, research-based practices, and a variety of proficiency guidelines that enhance student understanding of the target language and culture.
- 7(c) The teacher knows how to design lesson plans that incorporate the scaffolding necessary to progress from basic level skills to appropriate critical and higher order thinking skills.
- 7(d) The teacher understands the relationship of a variety of well-articulated, sequential, and developmentally appropriate language outcomes and language program models.
- 7(e) The teacher knows how to create organized and cohesive curriculum towards successful second language acquisition.

Performance

- 7(f) The teacher incorporates the ACTFL Standards of communication, cultures, connections, comparisons, and communities into instructional planning.
- 7(g) The teacher designs lesson plans based on ACTFL Standards, research-based practices, and a variety of proficiency guidelines, which enhance student understanding of the target language and culture.
- 7(h) The teacher designs lesson plans which incorporate the scaffolding necessary to progress from basic level skills to appropriate critical and higher order thinking skills.
- 7(i) The teacher creates organized and cohesive curriculum towards successful second language acquisition.

Standard 7 Sources of Evidence

- Teacher candidate teaching portfolios
- Teacher candidate artifacts: Lesson plans; UBD unit plans/sketches
- Teacher candidate observation journals

Standard 7 Analysis

Teacher candidate summative teaching portfolios, lesson and unit plans, and observation journals indicate performance evidence that the teacher candidate plans instruction that supports students in meeting world language learning goals by drawing upon knowledge of world languages, curriculum, cross-disciplinary skills, and language learning pedagogy, as well as knowledge of the learners and of the community context.

Standard 7	Does Not Meet Standard	Meets Standard
Planning for Instruction		X

Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Knowledge

- 8(a) The teacher understands the need to stay current on world languages methodologies based on emerging research in second language acquisition.
- 8(b) The teacher understands instructional practices that facilitate proficiency-based learning.
- 8(c) The teacher understands the importance of remaining current in second-language pedagogy by means of attending conferences, maintaining memberships in professional organizations, reading professional journals, and/or on-site and on-line professional development opportunities.

Performance

- 8(d) The teacher uses a variety of instructional strategies based on current research to enhance students’ understanding of the target language and culture.
- 8(e) The teacher incorporates a variety of instructional tools such as technology, local experts, and on-line resources to encourage higher-level thinking skills.

Standard 8 Sources of Evidence

- Teacher candidate artifacts: Unit plans “activities” section
- Classroom observation/evaluation notes of instructional strategies
- Teacher candidate artifacts: Lesson plans; electronic literacy language domain toolkit
- Teacher candidate artifact: pedagogy paper

Standard 8 Analysis

Teacher candidate lesson plans, unit plans, planning toolkits, papers, and teacher evaluations indicate that the teacher candidates understand the importance of remaining current in second-language pedagogy and second language acquisition. Performance evidence indicates that teacher candidates use a variety of instructional strategies based on current research to enhance students’ understanding to encourage learners to develop deep understanding of world language and to build skills to apply that knowledge in meaningful ways.

Standard 8	Does Not Meet Standard	Meets Standard
Instructional Strategies		X

Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Knowledge

- 10(a) The teacher knows about career and other life-enriching opportunities available to students proficient in world languages.
- 10(b) The teacher understands the importance of and how to provide opportunities for students and teachers to communicate with native speakers.
- 10(c) The teacher knows how to communicate to education stakeholders the amount of time and energy needed for students to be successful in acquiring a second language.
- 10(d) The teacher understands the effects of second language acquisition on first language mastery and education in general.

Performance

- 10(e) The teacher informs students and the broader community of career opportunities and personal enrichment that proficiency in a second language provides in the United States and beyond its borders.
- 10(f) The teacher encourages students to participate in community experiences related to the target culture.

Standard 10 Sources of Evidence

- Teacher candidate artifacts: Student teaching journal; lesson slides; parent communication platform
- Course assignment description language immersion paper
- Artifact: Language immersion reflection paper

Standard 10 Analysis

Course specific assignment descriptions, teaching journals, papers, lesson slides, and parent communications demonstrate design and performance evidence that the teacher candidates seek appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Standard 10 Leadership and Collaboration	Does Not Meet Standard	Meets Standard
		X

Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
9	0	9

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for World Languages Teachers

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

ADMINISTRATOR ENDORSEMENTS

IDAHO STANDARDS FOR SCHOOL PRINCIPALS

Standard 1: Mission, Vision, and Beliefs - Effective school principals develop, advocate, and enact a shared mission, vision, and beliefs of high-quality education and academic success, college and career readiness, and well-being of all students.

Knowledge

- 1(a) The school principal understands how to develop an educational mission for the school to promote the academic success and well-being of all students.
- 1(b) The school principal understands the importance of developing a shared understanding of and commitment to mission, vision, and beliefs within the school and the community.
- 1(c) The school principal understands how to model and pursue the school's mission, vision, and beliefs in all aspects of leadership.

Performance

- 1(d) The school principal participates in the process of using relevant data to develop and promote a vision for the school on the successful learning and development of all students.
- 1(e) The school principal articulates, advocates, and cultivates beliefs that define the school's culture and stress the imperative of child-centered education.
- 1(f) The school principal strategically develops and evaluates actions to achieve the vision for the school.
- 1(g) The school principal reviews the school's mission and vision and makes recommendations to adjust them to changing expectations and opportunities for the school, and changing needs and situations of students.

Standard 1 Sources of Evidence

- EDUC 754 Data-driven decision making
- EDUC 8672 "Five Responsibilities of an Administrator" document
- Elmhurst "Monday Memo"
- Advanced site partner / supervisor interview

Standard 1 Analysis

The courses, course material, and sample memos provide evidence that principal candidates know how to develop, advocate, and enact a shared mission-vision-belief of high quality. Elmhurst's "Monday Memo" serves as an example of advocating their school's mission, vision, and beliefs.

Standard 1	Does Not Meet Standard	Meets Standard
Mission, Vision, and Beliefs		X

Standard 2: Ethics and Professional Norms - Effective school principals act ethically and according to professional norms to promote all students’ academic success and well-being.

Knowledge

- 2(a) The school principal understands ethical frameworks and perspectives.
- 2(b) The school principal understands the Code of Ethics for Idaho Professional Educators.
- 2(c) The school principal understands policies and laws related to schools and districts.
- 2(d) The school principal understands how to act according to and promote the professional norms of integrity, fairness, transparency, trust, collaboration, perseverance, learning, and continuous improvement.
- 2(e) The school principal understands the importance of placing children at the center of education and accepting responsibility for each student’s academic success and well-being.

Performance

- 2(f) The school principal acts ethically and professionally in personal conduct, relationships with others, decision-making, stewardship of the school’s resources, and all aspects of school leadership.
- 2(g) The school principal leads with interpersonal and communication skills, social-emotional insight, and understanding of all students’ and staff members’ backgrounds and cultures.
- 2(h) The school principal models and promotes ethical and professional behavior among teachers and staff in accordance with the Code of Ethics for Idaho Professional Educators.

Standard 2 Sources of Evidence

- Student final paper, “Principal Internship in School – Leading with Ethics”
- EDUC 7596IIIB Administrative internship portfolio binder
- EDUC 7575 Discussion board prompt/thread
- EDUC 7581 Leadership interviews and application presentation
- EDUC 7596III Multicultural assignment
- Advanced site partner/supervisor interview

Standard 2 Analysis

The EPP provides sufficient evidence - task and assessment criteria, written research papers, student interviews with district personnel, and candidate work samples – for all knowledge and

performance indicators. Evidence ensures that candidates have the skill set to employ ethics and professional norms.

Standard 2	Does Not Meet Standard	Meets Standard
Ethics and Professional Norms		X

Standard 3: Equity and Cultural Responsiveness – School principals strive for equity of educational opportunity and culturally responsive practices to promote all students’ academic success and well-being.

Knowledge

- 3(a) The school principal understands how to recognize and respect all students’ strengths, diversity, and culture as assets for teaching and learning.
- 3(b) The school principal understands the need for each student to have equitable access to effective teachers, learning opportunities, and academic and social support.
- 3(c) The school principal understands the importance of preparing students to live productively in and contribute to society.
- 3(d) The school principal understands how to address matters of equity and cultural responsiveness in all aspects of leadership.
- 3(e) The school principal understands how to ensure that all students are treated fairly, respectfully, and with an understanding of each student’s culture and context.

Performance

- 3(f) The school principal develops processes that employ all students’ strengths, diversity, and culture as assets for teaching and learning.
- 3(g) The school principal evaluates student policies that address student misconduct in a positive, fair, and unbiased manner.
- 3(h) The school principal acts with cultural competence and responsiveness in their interactions, decision making, and practice.

Standard 3 Sources of Evidence

- EDUC 7596 assignment analyzing migrant and English Language Learner (ELL) plans
- EDUC 7566 “Education Values” final project
- EDUC 7585 Interview guides

Standard 3 Analysis

The courses outlined, including a brochure providing Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and Individuals with Disabilities Education Act (IDEA) descriptions show evidence that principal preparation candidates strive for equity of

educational opportunity and culturally responsive practices to promote all students' academic success and well-being.

Standard 3	Does Not Meet Standard	Meets Standard
Equity and Cultural Responsiveness		X

Standard 4: Curriculum, Instruction, and Assessment - School principals develop and support intellectually rigorous and coherent systems of curriculum, instruction, and assessment to promote all students' academic success and well-being.

Knowledge

- 4(a) The school principal understands how to implement and align coherent systems of curriculum, instruction, and assessment that promote the mission, vision, and beliefs of the school, embody high expectations for student learning, align with academic standards, and are culturally responsive.
- 4(b) The school principal understands how to promote instructional practice that is consistent with knowledge of learning and development, effective teaching, and the needs of each student.
- 4(c) The school principal understands the importance of instructional practice that is intellectually challenging, authentic to student experiences, recognizes student strengths, and is differentiated and personalized.
- 4(d) The school principal understands how to utilize valid assessments that are consistent with knowledge of learning and development and technical standards of measurement.
- 4(e) The school principal understands how to ensure instruction is aligned to adopted curriculum and Idaho content standards including provisions for time and resources.

Performance

- 4(f) The school principal participates in aligning and focusing systems of curriculum, instruction, and assessment within and across grade levels and programs to promote student academic and career success.
- 4(g) The school principal uses and promotes the effective use of technology in the service of teaching and learning.
- 4(h) The school principal uses assessment data appropriately and effectively, and within technical limitations to monitor student progress and improve instruction.

Standard 4 Sources of Evidence

- EDUC 7553 Curriculum/assessment/collaboration assignment
- EDUC 7554: H.A.C.K. Portfolio
- EDUC 7556 Discussion boards

- Candidate papers: Personal philosophy of leadership, using data to guide practice
- Standards to book connection

Standard 4 Analysis

There are different opportunities for candidates to acquire understanding and competence in Standard 4. Candidate artifacts evidenced knowledge regarding rigorous and coherent systems of curriculum, instruction, and assessment. Additionally, candidates were able to show knowledge in using assessment data to effectively monitor student progress and improve instruction. The final portfolio demonstrated different aspects of implementation, alignment, and promoting instructional practice.

Standard 4	Does Not Meet Standard	Meets Standard
Curriculum, Instruction, and Assessment		X

Standard 5: Community of Care and Support for Students - School principals cultivate an inclusive, caring, and supportive school community that promotes the academic success and well-being of all students.

Knowledge

- 5(a) The school principal understands how to build and maintain a safe, caring, and healthy school environment that meets the academic, social, emotional, and physical needs of all students.
- 5(b) The school principal understands how to promote adult-student, peer-peer, and school-community relationships that value and support academic learning and positive social and emotional development.
- 5(c) The school principal understands the laws and regulations associated with special student populations.
- 5(d) The school principal understands various intervention strategies utilized to close achievement gaps.
- 5(e) The school principal understands essential components in the development and implementation of individual education programs, adhering to state and federal regulations.

Performance

- 5(f) The school principal participates in creating and sustaining a school environment in which each student is known, accepted and valued, trusted and respected, cared for, and encouraged to be an active and responsible member of the school community.
- 5(g) The school principal assists in designing coherent, responsive systems of academic and social supports, services, extracurricular activities, and accommodations to meet the range of learning needs of each student.

5(h) The school principal cultivates and reinforces student engagement in school and positive student conduct.

Standard 5 Sources of Evidence

- EDUC 7579 Quiz and discussion board
- EDUC 7551 Lesson plan development
- EDUC 8676 Context paper on special populations

Standard 5 Analysis

Quizzes and a discussion board, lesson plans, and a context paper on special populations indicate that school principals are prepared to cultivate and inclusive, caring, and supportive school community.

Standard 5	Does Not Meet Standard	Meets Standard
Community of Care and Support for Students		X

Standard 6: Professional Capacity of School Personnel - School principals develop the professional capacity and practice of school personnel to promote all students' academic success and well-being.

Knowledge

- 6(a) The school principal understands how to recruit, hire, support, develop, and retain effective and caring teachers and staff.
- 6(b) The school principal understands how to plan for and manage staff turnover and succession, providing opportunities for effective induction and mentoring of new personnel.
- 6(c) The school principal understands how to develop the capacity, opportunities, and support for teacher leadership and leadership from other members of the school community.
- 6(d) The school principal understands the importance of the personal and professional health of teachers and staff.
- 6(e) The school principal understands the Idaho adopted framework for teaching.
- 6(f) The school principal understands how to create individualized professional learning plans and encourage staff to incorporate reflective goal setting practices at the beginning of the school year.
- 6(g) The school principal understands how to foster continuous improvement of individual and collective instructional capacity to achieve outcomes envisioned for all students.

6(h) The school principal understands how to empower and motivate teachers and staff to the highest levels of professional practice and to continuous learning and improvement.

Performance

6(i) The school principal assists in developing teachers’ and staff members’ professional knowledge, skills, and practice through differentiated opportunities for learning and growth, guided by understanding of professional and adult learning and development.

6(j) The school principal delivers actionable feedback about instruction and other professional practice through valid, research-anchored systems of supervision and evaluation to support the development of teachers’ and staff members’ knowledge, skills, and practice.

6(k) The school principal increases their professional learning and effectiveness through reflection, study, and improvement, maintaining a healthy work-life balance.

6(l) The school principal utilizes observation and evaluation methods to supervise instructional personnel.

Standard 6 Sources of Evidence

- Student reflection: Screening and job interview process/procedure
- EDUC 7585 Final project
- Self-care presentation
- Professional learning plan (PLP)
- Standards to book connections
- EDUC 7581 Leadership analysis paper
- Observation (Danielson) example
- EDUC 7511 Final paper

Standard 6 Analysis

Sufficient evidence was shared to demonstrate learning and comprehension for Standard 6. Candidates show understanding of professional capacity and practice of school personnel to promote academic success and well-being for all students. Practice with observation and evaluation methods articulate an understanding of supervising instructional personnel.

Standard 6	Does Not Meet Standard	Meets Standard
Professional Capacity of School Personnel		X

Standard 7: Professional Community for Teachers - School principals foster a professional community of teachers and other professional staff to promote all students’ academic success and well-being.

Knowledge

- 7(a) The school principal understands how to develop workplace conditions for teachers and other staff that promote effective professional development, practice, and student learning.
- 7(b) The school principal understands how to establish and sustain a professional culture of trust and open communication; collaboration, collective efficacy, and continuous individual and organizational learning and improvement.
- 7(c) The school principal understands how to promote mutual accountability among teachers and other staff for each student’s success and the effectiveness of the school as a whole.
- 7(d) The school principal understands how to encourage staff-initiated improvement of programs and practices.

Performance

- 7(e) The school principal assists in developing and supporting open, productive, caring, and trusting working relationships among teachers and staff to promote professional capacity and the improvement of practice.
- 7(f) The school principal designs and implements job-embedded and other opportunities for professional learning collaboratively with teachers and staff.
- 7(g) The school principal assists with and critiques opportunities provided for collaborative examination of practice, collegial feedback, and collective learning.

Standard 7 Sources of Evidence

- EDUC 7596 Portfolio requirement
- EDUC 7585 Leadership style essay
- EDUC 7585 Course assignment analyzing professional support
- Advanced site partner/supervisor interview

Standard 7 Analysis

The depth of the portfolio assignment, an essay on leadership styles, and an analysis of professional support provided in one school district demonstrate principal candidates foster a community of teachers and other professional staff to promote students’ academic success and well-being.

Standard 7	Does Not Meet Standard	Meets Standard
Professional Community for Teachers		X

Standard 8: Meaningful Engagement of Families and Community – School principals engage families and the community in meaningful, reciprocal, and mutually beneficial ways to promote all students' academic success and well-being.

Knowledge

- 8(a) The school principal understands how to create and sustain positive, collaborative, and productive relationships with families and the community for the benefit of students.
- 8(b) The school principal understands and values the community's cultural, social, and intellectual, resources to promote student learning and school improvement.
- 8(c) The school principal understands how to develop and provide the school as a resource for families and the community.
- 8(d) The school principal understands the need to advocate for the school and district and for the importance of education, student needs, and priorities to families and the community.
- 8(e) The school principal understands how to build and sustain productive partnerships with the community to promote school improvement and student learning.
- 8(f) The school principal understands how to create means for the school community to partner with families to support student learning in and out of school.
- 8(g) The school principal understands how to employ the community's cultural, social, and intellectual resources to promote student learning and school improvement.

Performance

- 8(h) The school principal facilitates open two-way communication with families and the community about the school, students, needs, problems, and accomplishments.
- 8(i) The school principal demonstrates a presence in the community to understand its strengths and needs, develop productive relationships, and engage its resources for the school.
- 8(j) The school principal advocates publicly for the needs and priorities of students, families, and the school community.

Standard 8 Sources of Evidence

- EDUC 8675 Stakeholder letters
- EDUC 8675 Newsletter example
- EDUC 8675 Public relations research
- PTA reflection
- EDUC 7566 Values in education final project
- EDUC 7566 Values in education rubric
- Standards book connection

Standard 8 Analysis

The EPP provides sufficient evidence - research papers, reflections, and final projects – for all knowledge and performance standards for Standard 8. Principal candidates show an understanding and conceptual actions of meaningful engagement of families and community.

Standard 8	Does Not Meet Standard	Meets Standard
Meaningful Engagement of Families and Community		X

Standard 9: Operations and Management – School principals manage school operations and resources to promote all students’ academic success and well-being.

Knowledge

- 9(a) The school principal understands how to institute, manage, and monitor operations and administrative systems that promote the mission and vision of the school.
- 9(b) The school principal understands how to strategically manage staff resources, assigning and scheduling teachers and staff to roles and responsibilities that optimize their professional capacity to address all students’ learning needs.
- 9(c) The school principal understands how to seek, acquire, and manage fiscal, physical, and other resources to support curriculum, instruction, and assessment; the student learning community; professional capacity and community; and family and community engagement.
- 9(d) The school principal understands the need to be responsible, ethical, and accountable stewards of the school’s monetary and non-monetary resources, engaging in effective budgeting and accounting practices.
- 9(e) The school principal understands how to employ technology to improve the quality and efficiency of operations and management.
- 9(f) The school principal understands how to comply and help the school community understand local, state, and federal laws, rights, policies, and regulations so as to promote student success.
- 9(g) The school principal understands governance processes and internal and external politics toward achieving the school’s mission and vision
- 9(h) The school principal understands laws and policies regarding school safety and prevention by creating a detailed school safety plan, which addresses potential physical and emotional threats.
- 9(i) The school principal understands the value of transparency regarding decision making and the allocation of resources.
- 9(j) The school principal understands how to institute, manage, and monitor operations and administrative systems that promote the mission and vision of the school.

- 9(k) The school principal understands how to protect teachers’ and other staff members’ work and learning from disruption.
- 9(l) The school principal understands how to develop and manage relationships with feeder and connecting schools for enrollment management and curricular and instructional articulation.
- 9(m) The school principal understands how to develop and manage productive relationships with the district office and school board.
- 9(n) The school principal understands how to develop and administer systems for fair and equitable management of conflict among students, teachers and staff, leaders, families, and community.

Performance

- 9(o) The school principal assists in managing staff resources, assigning and scheduling teachers and staff to roles and responsibilities that optimize their professional capacity to address each student’s learning needs.
- 9(p) The school principal assists in seeking, acquiring, and managing fiscal, physical, and other resources to support curriculum, instruction, and assessment; the student learning community; professional capacity and community; and family and community engagement.
- 9(q) The school principal utilizes technology to improve the quality and efficiency of operations and management.
- 9(r) The school principal assists in developing and maintaining data and communication systems to deliver actionable information for classroom and school improvement.
- 9(s) The school principal complies with and helps the school community understand local, state, and federal laws, rights, policies, and regulations so as to promote student success.

Standard 9 Sources of Evidence

- EDUC 7596 Portfolio
- EDUC 8674 Building and safety worksheet and assignment
- EDUC 7575 Legal and financial issues

Standard 9 Analysis

The online portfolio and course content provide evidence that principal candidates know how to manage school operations and resources to promote all students’ academic success and well-being.

Standard 9	Does Not Meet Standard	Meets Standard
Operations and Management		X

Standard 10: Continuous School Improvement – School principals act as agents of continuous school improvement to promote all students’ academic success and well-being.

Knowledge

- 10(a) The school principal understands how to make school more effective for all students, teachers, staff, families, and the community.
- 10(b) The school principal understands methods of continuous improvement to achieve the vision, fulfill the mission, and promote the beliefs of the school.
- 10(c) The school principal understands change and change management processes.
- 10(d) The school principal understands a systems approach to promote coherence among improvement efforts and all aspects of school organization, programs, and services.
- 10(e) The school principal understands how to create and promote leadership among teachers and staff for inquiry, experimentation and innovation, and initiating and implementing improvement.
- 10(f) The school principal understands how to implement methods of continuous improvement to achieve the vision, fulfill the mission, and promote the beliefs of the school.
- 10(g) The school principal understands how to manage uncertainty, risk, competing initiatives, and politics of change.
- 10(h) The school principal understands how to assess and develop the capacity of staff to evaluate the value and applicability of emerging educational trends and the findings of research for the school and its improvement.
- 10(i) The school principal understands how to promote readiness, instill mutual commitment and accountability, and develop the knowledge, skills, and motivation to succeed in improvement.

Performance

- 10(j) The school principal participates in an ongoing process of evidence-based inquiry, learning, strategic goal setting, planning, implementation, and evaluation for continuous school and classroom improvement.
- 10(k) The school principal analyzes situationally-appropriate strategies for improvement, including transformational and incremental, adaptive approaches and attention to different phases of implementation.
- 10(l) The school principal assists in developing appropriate systems of data collection, management, analysis, and use, connecting as needed to the district office and external partners for support in planning, implementation, monitoring, feedback, and evaluation.

Standard 10 Sources of Evidence

- Continuous improvement conversation/interview between candidate and an active principal
- Managing complex change diagram
- Standards to book connections
- Collective commitments example
- EDUC 7575 – Discussion regarding legal and financial issues in education

Standard 10 Analysis

Sufficient evidence demonstrates candidates understand continuous school improvement. Student portfolios show evidence of implementing continuous school improvement.

Standard 10 Continuous School Improvement	Does Not Meet Standard	Meets Standard
		X

School Principal Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
10	0	10

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for School Principals

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR SUPERINTENDENTS

Standard 1: Mission, Vision, and Beliefs – Effective superintendents develop, advocate, and enact a shared mission, vision, and the beliefs for high-quality education and academic success for all students.

Knowledge

- 1(a) The superintendent understands the principles of developing and implementing strategic plans.

Performance

- 1(b) The superintendent articulates, advocates, and cultivates beliefs that define the district’s culture and stress the imperative of child-centered education and continuous improvement.
- 1(c) The superintendent strategically develops, implements, and evaluates actions to achieve the vision for the district.
- 1(d) The superintendent reviews the district’s mission and vision and adjusts them to changing expectations and opportunities for the district, and changing needs.
- 1(e) The superintendent develops shared understanding of and commitment to mission, vision, and beliefs within the district and the community.
- 1(f) The superintendent models and pursues the district’s mission, vision, and beliefs in all aspects of leadership.

Standard 1 Sources of Evidence

- EDUC 7584 “Data-driven Decision-Making”
- EDUC 8672 “Five Responsibilities of an Administrator”
- EDUC 8674 Facilities

Standard 1 Analysis

Evidence indicates that superintendent candidates develop, advocate, and enact a shared mission, vision, and beliefs for a high-quality education and academic success for all students.

Standard 1	Does Not Meet Standard	Meets Standard
Mission, Vision, and Beliefs		X

Standard 2: Ethics and Professionalism – Effective superintendents act ethically, legally, and with fiscal responsibility in accordance with professional norms and the Code of Ethics for Idaho Professional Educators.

Performance

- 2(a) The superintendent acts in accordance with and promotes the Code of Ethics for Idaho Professional Educators.
- 2(b) The superintendent acts ethically and professionally in personal conduct, relationships with others, decision-making, stewardship of the district’s resources, and all aspects of district leadership.
- 2(c) The superintendent acts in accordance with and promotes the professional norms of integrity, fairness, transparency, trust, collaboration, perseverance, learning, and continuous improvement.

Standard 2 Sources of Evidence

- EDUC 7584 Personal philosophy of leadership
- EDUC 8673 Advanced school finance – District budget spending
- EDUC 8678B Superintendent standards portfolio
- EDUC 7584 Leadership interviews

Standard 2 Analysis

The superintendent standards portfolio, philosophy of leadership, and advanced school finance provide evidence that superintendent candidates understand ethics and professionalism and can act ethically, legally, and with fiscal responsibility in accordance with professional norms and the Code of Ethics for Idaho Professional Educators. Leadership interviews provide evidence that the candidates have learned and can articulate the importance of integrity, fairness, transparency, and trust.

Standard 2	Does Not Meet Standard	Meets Standard
Ethics and Professionalism		X

Standard 3: Equity and Cultural Responsiveness – Effective superintendents strive for equity of educational opportunity and respect diversity.

Performance

- 3(a) The superintendent ensures that each student has equitable access to effective teachers, learning opportunities, academic and social support, and other resources necessary for success.
- 3(b) The superintendent recognizes and addresses implicit biases of student marginalization and low expectations associated with race, class, culture and language, and disability or special status.
- 3(c) The superintendent safeguards and promotes the values of democracy, individual freedom and responsibility, equity, and diversity.

Standard 3 Sources of Evidence

- EDUC 8673 Final project / Continuous Improvement Plan (CIP)
- EDUC 8671 Metaphorical model (of change)
- EDUC 8678 Portfolio rubric

Standard 3 Analysis

Sufficient evidence evidences that superintendent candidates strive for the equity of educational opportunity and respect diversity.

Standard 3	Does Not Meet Standard	Meets Standard
Equity and Cultural Responsiveness		X

Standard 4: High Expectations for Student Success – Effective superintendents set high expectations for all students and cultivate the conditions for student learning.

Performance

- 4(a) The superintendent implements coherent systems of curriculum, instruction, and assessment that promote the mission, vision, and beliefs of the district, embody high expectations for student learning, align with academic standards, and provide a pathway to college and/or career.
- 4(b) The superintendent aligns and focuses systems of curriculum, instruction, and assessment within and across grade levels and schools to promote student academic success.

Standard 4 Sources of Evidence

- Candidate work / presentations on data and curriculum adoption
- Candidate work / presentation on Idaho Standards Achievement Test (ISAT) and Idaho Reading Indicator (IRI)
- Candidate work submission on mathematics unit and rationale
- EDUC 8673 Final project / CIP Plan

Standard 4 Analysis

Candidates have a solid understanding of setting high expectations for students. Evidence presented through portfolios indicates alignment to the performance standards.

Standard 4	Does Not Meet Standard	Meets Standard
High Expectations for Student Success		X

Standard 5: High Expectations for Professional Practice – Effective superintendents develop the professional capacity and practice of school personnel to promote student success.

Performance

- 5(a) The superintendent recruits, hires, supports, develops, and retains effective and caring educators and staff.
- 5(b) The superintendent develops principals', teachers', and staff members' professional knowledge, skills, and practice.
- 5(c) The superintendent delivers actionable feedback about instruction and other professional practice through valid, research-anchored systems of supervision and evaluation to support the development of principals', teachers' and staff members' knowledge, skills, and practice.
- 5(d) The superintendent empowers and motivates principals, teachers, and staff to the highest levels of professional practice (individually and collectively) for continuous learning and improvement.
- 5(e) The superintendent develops workplace conditions for principals, teachers and other professional staff that promote effective professional development, practice, and student learning.
- 5(f) The superintendent empowers and entrusts principals, teachers and staff with collective responsibility for meeting the academic, social, emotional, and physical needs of each student, pursuant to the mission, vision, and beliefs of the district.
- 5(g) The superintendent establishes and sustains a professional culture of engagement and commitment to shared vision, goals, and objectives.
- 5(h) The superintendent establishes mutual accountability among educators and other professional staff for each student's success and the effectiveness of the district as a whole.
- 5(i) The superintendent supports open, productive, collaborative, trusting working relationships among principals, teachers, and staff to build professional capacity and improve practices.
- 5(j) The superintendent designs and implements job-embedded and other opportunities for professional learning collaboratively with principals, teachers, and staff.

Standard 5 Sources of Evidence

- EDUC 8670 Labor relations
- EDUC 8678 Central office binder
- EDUC 8672: The superintendency: five responsibilities to standards

Standard 5 Analysis

The content and requirements shared evidence that superintendent candidates learn to develop the professional capacity and practice of school personnel to promote student success.

Standard 5	Does Not Meet Standard	Meets Standard
High Expectations for Professional Practice		X

Standard 6: Advocacy and Communication – Effective superintendents engage with others in meaningful, reciprocal, and mutually beneficial ways to promote student success.

Performance

- 6(a) The superintendent engages in regular and open two-way communication with families, the community, and other stakeholders about the district, students, needs, problems, and accomplishments.
- 6(b) The superintendent creates means for the district community to partner with families to support student learning in and out of schools in the district.
- 6(c) The superintendent advocates for education, the district and school, principals, teachers, parents, and students to engender district support and involvement.
- 6(d) The superintendent works effectively in the political environment at district, local, and state levels.
- 6(e) The superintendent builds and sustains productive partnerships with public and private sectors to promote district improvement and student learning.

Standard 6 Sources of Evidence

- EDUC 8687B Superintendent portfolio
- EDUC 8675 Newsletter examples
- EDUC 8674 School facilities assignment
- EDUC 8678 Portfolio, central binder

Standard 6 Analysis

Evidence for all indicators was sufficient to assure that superintendent candidates engage with others in meaningful, reciprocal, and mutually beneficial ways to promote student success.

Standard 6	Does Not Meet Standard	Meets Standard
Advocacy and Communication		X

Standard 7: Operations and Management – Effective superintendents manage district operations and resources to promote system success.

Knowledge

- 7(a) The superintendent understands the dynamics of collective bargaining, mediation, arbitration, and contract law.
- 7(b) The superintendent understands the responsibility and need for planning, maintaining, and budgeting for school facilities, personnel, technology, support services, and instructional programs.
- 7(c) The superintendent understands the importance of educating the whole child; high expectations for professional work; ethical and equitable practice; trust and open communication; collaboration, collective efficacy, and continuous individual and organizational learning and improvement.
- 7(d) The superintendent understands and helps the school district community understand local, state, and federal laws, rights, policies, and regulations to promote student success.

Performance

- 7(e) The superintendent institutes, manages, and monitors operations and administrative systems that promote the mission and vision of the district.
- 7(f) The superintendent organizes time and delegates responsibilities to balance administrative/ managerial, educational, and community leadership priorities.
- 7(g) The superintendent strategically manages human resources, assigning and scheduling staff to roles and responsibilities that optimize their professional capacity.
- 7(h) The superintendent is a responsible, ethical, and accountable steward of the district's monetary and non-monetary resources, engaging in effective budgeting and accounting practices.
- 7(i) The superintendent develops and maintains data and communication systems for continuous improvement.
- 7(j) The superintendent develops and administers systems for fair and equitable management of conflict among students, principals, teachers, staff, leaders, families, and community.
- 7(k) The superintendent complies with local, state, and federal laws, rights, policies, and regulations to promote student success.

Standard 7 Sources of Evidence

- EDUC 8672 Compare and contrast leadership responsibilities
- EDUC 8678 Rubric/portfolio
- EDUC 7585 Administering human resources

Standard 7 Analysis

Evidence represented by course requirements demonstrate that superintendent candidates know and can manage district operations and resources to promote system success.

Standard 7	Does Not Meet Standard	Meets Standard
Operations and Management		X

Standard 8: Continuous Improvement – Effective superintendents engage in a process of continuous improvement to ensure student success.

Knowledge

- 8(a) The superintendent understands the responsibility and need to promote strategies for continuous reassessment and improved performance for each student, school, and the district as a whole.

Performance

- 8(b) The superintendent uses methods of continuous improvement to achieve the vision, fulfill the mission, and promote the beliefs of the district.
- 8(c) The superintendent engages principals, teachers and stakeholders in an ongoing process of evidence-based inquiry, learning, strategic goal setting, planning, implementation, and evaluation for continuous district and school improvement.
- 8(d) The superintendent utilizes data to drive improvement.
- 8(e) The superintendent adopts a systems perspective and promotes coherence among improvement efforts and all aspects of district organization, programs, and services.
- 8(f) The superintendent manages change – uncertainty, risks, competing initiatives, and politics.
- 8(g) The superintendent ensures that a clearly articulated district continuous improvement plan is implemented, monitored, evaluated, and revised.

Standard 8 Sources of Evidence

- EDUC 8672 Collaborative goal setting
- EDUC 8676 Special populations final project
- EDUC 8671 Education change, metamorphical model
- EDUC 8673 Final paper
- Candidate example of a district’s continuous improvement plan
- Candidate example of a district’s strategic plan

Standard 8 Analysis

The EPP provided sufficient evidence to assure that Standard 8 is met. Candidates shared examples of district's continuous improvement plan and strategic plan, indicating their understanding of engaging in a continuous process of improving student success.

Standard 8	Does Not Meet Standard	Meets Standard
Continuous Improvement		X

Standard 9: Governance – Effective superintendents understands how to facilitate processes and activities to establish and maintain an effective and efficient governance structure for school districts.

Knowledge

- 9(a) The superintendent understands and complies with applicable laws, statutes, and regulations.
- 9(b) The superintendent understands the role of and effectively utilizes legal counsel.
- 9(c) The superintendent understands the organizational complexity of school districts, drawing from systems and organizational theory.
- 9(d) The superintendent understands the roles and responsibilities of both the superintendent and the local governing board.

Performance

- 9(e) The superintendent manages governance processes and internal/external politics toward achieving the district's mission and vision.
- 9(f) The superintendent develops and monitors the system for policy development and implementation in all facets of district operations.
- 9(g) The superintendent seeks and implements effective solutions that comply with local, state, and federal laws, rules, and policies.
- 9(h) The superintendent ensures transparency by complying with the requirements of Idaho open meeting and public records laws.
- 9(i) The superintendent develops and fosters a productive relationship with the local governing board.
- 9(j) The superintendent advises the local governing board on legal, ethical, and current educational issues and provide/encourage ongoing professional development.

Standard 9 Sources of Evidence

- EDUC 8678 Portfolio/rubric
- EDUC 7584 Data driven decision making: A personal philosophy of leadership

- EDUC 8673 School finance final budget project

Standard 9 Analysis

Course syllabi and activities provide supporting evidence that superintendent candidates understand how to facilitate process and activities to establish and maintain an effective and efficient governance structure for school districts.

Standard 9 Governance	Does Not Meet Standard	Meets Standard
		X

Superintendent Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
9	0	9

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Superintendents

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

IDAHO STANDARDS FOR SPECIAL EDUCATION DIRECTORS

Standard 1: Mission, Vision, and Beliefs - Effective special education directors develop, advocate, and enact a shared mission, vision, and beliefs of high-quality education and academic success, college and career readiness, and well-being of all students.

Knowledge

- 1(a) The special education director understands the importance of the district's mission and vision to promote academic success and well-being of all students.
- 1(b) The special education director understands the beliefs of the teaching profession that promote high-expectation and student support; equity, inclusiveness, and equal access; openness, caring, and trust; and continuous improvement.
- 1(c) The special education director understands the importance of leading with the district's mission, vision and beliefs.

Performance

- 1(d) The special education director evaluates and assesses the mission of the district to ensure it promotes the academic success and well-being of all students.
- 1(e) The special education director, in collaboration with members of the district and the community, use relevant data to develop and promote a vision for the district on the successful learning and development of all children and on instructional and organizational practices that promote such success.
- 1(f) The special education director articulates, advocates, and cultivates beliefs that define the district's culture and stress the imperative of child-centered education; high expectations and student support; equity, inclusiveness, and equal access; openness, caring, and trust; and continuous improvement.
- 1(g) The special education director reviews the district's mission and vision and adjusts them to changing expectations and opportunities for the district, and changing needs and situations of all students.
- 1(h) The special education director develops shared understanding of and commitment to the mission, vision, and beliefs within the district and the community.
- 1(i) The special education director models and pursues the district's mission, vision, and beliefs in all aspects of leadership.

Standard 1 Sources of Evidence

- EDUC 7595 Goal setting
- EDUC 7596 Individualized Education Plan (IEP) portfolio
- EDUC 7584 Data driven decision making assignment

Standard 1 Analysis

Course syllabi and activities evidence the director of special education candidates' ability to develop, advocate, and enact a shared mission, vision, and beliefs for a high-quality education and academic success for all students.

Standard 1	Does Not Meet Standard	Meets Standard
Mission, Vision, and Beliefs		X

Standard 2: Ethics and Professional Norms - Effective special education directors act ethically and according to professional norms to promote all students' academic success and well-being.

Knowledge

- 2(a) The special education director understands the Code of Ethics for Idaho Professional Educators and its importance to all student success and well-being.

Performance

- 2(b) The special education director acts ethically and professionally in personal conduct, relationships with others, decision-making, stewardship of the district's resources, and all aspects of district leadership.
- 2(c) The special education director places children at the center of education and accepts responsibility for all students' general and special education academic success and well-being.
- 2(d) The special education director safeguards and promotes individual freedom and responsibility, equity, equal access, community, and diversity.
- 2(e) The special education director provides direction for ethical and professional behavior among principals, teachers, and staff.

Standard 2 Sources of Evidence

- EDUC 7596III Leading with ethics paper
- EDUC 7585 Leadership style essay
- Brochure developed for IDEA, 504, and ADA differences
- EDUC 7595B Portfolio

Standard 2 Analysis

Evidence for foundational indicators in Standard 2 show that special education director candidates act ethically and according to professional norms to promote all students' academic success and well-being. The portfolio project, specifically, demonstrates that candidates can discern the role of the special education director from an administrator.

Standard 2	Does Not Meet Standard	Meets Standard
Ethics and Professional Norms		X

Standard 3: Equity and Cultural Responsiveness – Special education directors strive for equity of educational opportunity and culturally responsive practices to promote all students’ academic success and well-being.

Knowledge

- 3(a) The special education director understands the importance of student’s equitable access to effective teaching, equal opportunities for academic, social supports, and resources to be successful.
- 3(b) The special education director understands leadership roles when addressing equity and cultural responsiveness to assure district policies and procedures are positive, fair, and unbiased.

Performance

- 3(c) The special education director develops district policies to address student misconduct in a positive, fair, and unbiased manner.
- 3(d) The special education director monitors and addresses institutional biases of student marginalization and low expectations associated with race, class, culture and language, and disability or special status.
- 3(e) The special education director address matters of equity and cultural responsiveness in all aspects of leadership.

Standard 3 Sources of Evidence

- EDUC 7585 Hiring
- EDUC 7551 Lesson plans
- EDUC 7579 Design brochure to describe 504, Special Education, and ADA

Standard 3 Analysis

Sufficient evidence demonstrates that special education director candidates know and can strive for the equity of educational opportunity and model culturally responsive practices to promote all students’ academic success and well-being.

Standard 3	Does Not Meet Standard	Meets Standard
Equity and Cultural Responsiveness		X

Standard 4: Curriculum, Instruction, and Assessment - Special education directors develop and support intellectually rigorous and coherent systems of curriculum, instruction, and assessment to promote all students' academic success and well-being.

Knowledge

- 4(a) The special education director understands the multi-tiered level of support system of curriculum, instruction, assessment, and technology that embodies high expectation for all students' learning, which is aligned with academic and behavior standards, and is culturally responsive.
- 4(b) The special education director understands child learning and development, effective teaching, and data utilization to increase student academic success.
- 4(c) The special education director understands the importance of assessment and the different types of assessment that drive instruction.

Performance

- 4(d) The special education director aligns and focuses systems of curriculum, instruction, and assessment within and across grade levels, including post-secondary outcomes, to promote all students' academic and career success.
- 4(e) The special education director promotes instructional practice that is consistent with knowledge of child learning and development, effective pedagogy, and the needs of all students.
- 4(f) The special education director ensures instructional practice that is intellectually challenging, authentic to all student experiences, recognizes student strengths, and is differentiated and personalized.

Standard 4 Sources of Evidence

- Special education project
- MDT notes taken by candidate
- IEP eligibility report complete by candidate
- Data source essay response
- IEP written by candidate
- Candidate interview with a seasoned special education teacher on transitioning students
- District supervision plan

Standard 4 Analysis

There is sufficient evidence to show special education director candidates develop and support intellectually rigorous and coherent systems of curriculum, instruction, and assessment to promote all students' academic success and well-being. Artifacts demonstrate that candidates have opportunities to learn from special education directors in the field, EPP faculty, and theory within the course work.

Standard 4	Does Not Meet Standard	Meets Standard
Curriculum, Instruction, and Assessment		X

Standard 5: Community of Care and Support for Students - Special education directors cultivate an inclusive, caring, and supportive district community that promotes the academic success and well-being of all students.

Knowledge

- 5(a) The special education director knows how to create a safe, caring, and healthy district environment that includes all students as members of the district’s community that promotes positive learning environments.
- 5(b) The special education director knows how to create an environment of strong engagement and positive conduct to meet the learning needs of all students.

Performance

- 5(c) The special education director promotes adult-student, peer-peer, school, and district-community relationships that value and support academic learning and positive social and emotional development.
- 5(d) The special education director infuses the district’s learning environment with the cultures and languages of the district’s community.

Standard 5 Sources of Evidence

- EDUC 7595 Special education director portfolio
- EDUC7579 Special education law readings
- EDUC 7551 learning process

Standard 5 Analysis

The portfolio, readings, and related assignments assist special ed directors to cultivate an inclusive, caring, and supportive district community that promotes the academic success and well-being of all students.

Standard 5	Does Not Meet Standard	Meets Standard
Community of Care and Support for Students		X

Standard 6: Professional Capacity of District and School Personnel - Special education directors develop the professional capacity and practice of district personnel to promote each student’s academic success and well-being.

Knowledge

- 6(a) The special education director understands educational employment trends and how they impact the district’s ability to recruit, hire, support, develop, and retain effective and caring teachers and other professional staff.
- 6(b) The special education director knows the importance of on-going professional development to ensure opportunities for personal learning and growth, self-reflection, study, and improvement, maintaining a healthy work-life balance.

Performance

- 6(c) The special education director fosters continuous improvement of individual and collective instructional capacity to achieve outcomes envisioned for each student.
- 6(d) The special education director develops the capacity, opportunities, and support for special education teacher leadership and leadership from other members of the district community.
- 6(e) The special education director promotes the personal and professional health, well-being, and work-life balance of special education staff.

Standard 6 Sources of Evidence

- EDUC 7579 Special education law module 1
- EDUC 7579 Module 3
- EDUC 7598 Syllabus
- EDUC 7579 Final paper

Standard 6 Analysis

There is sufficient evidence to show the knowledge and performance indicators for this standard have been met. Candidates engage with their colleagues through discussion boards to problem solve and think forward. Additionally, the candidates connect with practitioners in the field to develop the professional capacity and practice of district personnel to promote each student’s academic success and well-being.

Standard 6	Does Not Meet Standard	Meets Standard
Professional Capacity of District and School Personnel		X

Standard 7: Professional Community for Teachers - Special education directors foster a professional community of teachers and other professional staff to promote each student’s academic success and well-being.

Knowledge

- 7(a) The special education director understands the importance of educating the whole child; high expectations for professional work; ethical and equitable practice; trust

and open communication; collaboration, collective efficacy, and continuous individual and organizational learning and improvement.

- 7(b) The special education director knows how to promote mutual accountability between special and general education to facilitate all students’ educational success pursuant to the mission, vision, and beliefs of the district.

Performance

- 7(c) The special education director develops workplace conditions for special and general education staff that promote effective professional development, practice, and student learning.
- 7(d) The special education director empowers and entrusts special and general education staff with collective responsibility for meeting the academic, social, emotional, and physical needs of each student, pursuant to the mission, vision, and beliefs of the district.
- 7(e) The special education director promotes mutual accountability among special and general education staff for each student’s success and the effectiveness of the district as a whole.
- 7(f) The special education director develops and supports open, productive, caring, and trusting working relationships among district and school leaders, teachers, and staff to promote professional capacity and the improvement of practice.
- 7(g) The special education director designs and implements job-embedded and other opportunities for professional learning collaboratively with district and school staff.
- 7(h) The special education director encourages special and general education staff-initiated improvement of programs and practices.

Standard 7 Sources of Evidence

- EDUC7295 IEP notes
- EDUC 7598 Syllabus
- EDUC w7595 “What Great Principals Do Differently” article

Standard 7 Analysis

IEP notes, syllabi, and candidate work provide evidence that special education director candidates foster a professional community of teachers and other professional staff to promote each student’s academic success and well-being.

Standard 7	Does Not Meet Standard	Meets Standard
Professional Community for Teachers		X

Standard 8: Meaningful Engagement of Families and Community – Special education directors engage families and the community in meaningful, reciprocal, and mutually beneficial ways to promote each student’s academic success and well-being.

Knowledge

- 8(a) The special education director understands how to facilitate open effective communication with families and communities to promote student learning and achievements.
- 8(b) The special education director understands how to motivate and engage families and communities as partners in increasing student growth, as measured by post-secondary success.

Performance

- 8(c) The special education director is approachable, accessible, and welcoming to families and members of the community.
- 8(d) The special education director creates and sustains positive, collaborative, and productive relationships with families and the community for the benefit of all students.
- 8(e) The special education director engages in regular and open two-way communication with families and the community about the district, schools, students, needs, problems, and accomplishments.
- 8(f) The special education director creates means for the district community to partner with families to support student learning in and out of district.
- 8(g) The special education director understands, values, and employs the community’s cultural, social, and intellectual resources to promote student learning and district improvement.
- 8(h) The special education director develops and provides the district as a resource for families and the community.
- 8(i) The special education director advocates for the district, the importance of education and student needs, priorities to families, and the community.
- 8(j) The special education director advocates publicly for the needs and priorities of students, families, and the community.
- 8(k) The special education director builds and sustains productive partnerships with public and private sectors to promote district improvement and student learning.

Standard 8 Sources of Evidence

- EDUC 8676 Family engagement
- Special education project paper
- PTA reflection
- EDUC 8675 Public relations

- EDUC 7566 Values in education final project/rubric
- Over-identification of certain populations paper
- Superintendent project
- Due process hearing

Standard 8 Analysis

Syllabi, activities in class, required readings, and final projects are evidence that this standard has been sufficiently met. Candidates for the special education director have opportunities to learn about IEPs, due process, over-identification, providing resources to families, and using data for instructional needs. Evidence for these foundational indicators show that special education director candidates know how and can engage families and the community in meaningful, reciprocal, and mutually beneficial ways to promote each student’s academic success and well-being.

Standard 8	Does Not Meet Standard	Meets Standard
Meaningful Engagement of Families and Community		X

Standard 9: Operations and Management – Special education directors manage district operations and resources to promote all students’ academic success and well-being.

Knowledge

- 9(a) The special education director knows sources of funding (e.g., IDEA, General Funds, Medicaid) and how to create and implement budgetary systems aligned with the district’s mission and vision.
- 9(b) The special education director knows how to allocate and account for district’s monetary and non-monetary resources to assure each student’s needs are met.

Performance

- 9(c) The special education director institutes, manages, and monitors operations and administrative systems that promote the mission and vision of the district.
- 9(d) The special education director strategically manages staff resources, assigning and scheduling special education staff to roles and responsibilities that optimize their professional capacity to address each student’s learning needs.
- 9(e) The special education director is a responsible, ethical, and accountable steward of the district’s monetary and non-monetary resources, engaging in effective budgeting and accounting practices.
- 9(f) The special education director develops and maintains data and communication systems to deliver actionable information for classroom, school, and district improvement.

- 9(g) The special education director knows, complies with, and helps the district community understand local, state, and federal laws, rights, policies, and regulations so as to promote student success.
- 9(h) The special education director develops and administers systems for fair and equitable management of conflict among students, school and district staff, leaders, families, and community.
- 9(i) The special education director manages governance processes and internal and external politics toward achieving the district’s mission and vision.

Standard 9 Sources of Evidence

- EDUC 7598 Special education director syllabus
- EDUC 8678 Rubric/portfolio
- EDUC 7585 Administering human resources syllabus

Standard 9 Analysis

Evidence indicates that special education director candidates know how and can manage district operations and resources to promote all students’ academic success and well-being.

Standard 9	Does Not Meet Standard	Meets Standard
Operations and Management		X

Standard 10: Continuous School and District Improvement - Special education directors act as agents of continuous school and district improvement to promote each student’s academic success and well-being.

Knowledge

- 10(a) The special education director understands continuous improvement to engage in evidence based planning, implementation, and educational trends to improve outcomes for all students.
- 10(b) The special education director knows how to make schools within the district more effective for all students, teachers, staff, families, and the community.

Performance

- 10(c) The special education director uses methods of continuous improvement to achieve the vision, fulfill the mission, and promote the beliefs of the district.
- 10(d) The special education director assesses and develops the capacity of staff to gauge the value and applicability of emerging special education trends and the findings of research for the district and its improvement.

- 10(e) The special education director adopts a systems perspective and promotes coherence among improvement efforts and all aspects of district organization, programs, and services.
- 10(f) The special education director manages uncertainty, risk, competing initiatives, and the politics of change with courage and perseverance, providing support and encouragement, and openly communicating the need for, process for, and outcomes of improvement efforts.

Standard 10 Sources of Evidence

- Special education project
- Superintendent project
- PLC book review
- Distance learning plan for IEP students
- Notes from attending a special education conference, and Council of Administrators of Special Education (CASE)

Standard 10 Analysis

The EPP has provided sufficient evidence to show the knowledge and performance indicators have been met for this standard. Candidates firmly comprehend the indicators as evidenced by projects, PLC book reviews, and notes from conference attendance. The candidates demonstrate they are aware of how to support staff and families to meet the needs of students with special needs, and that as agents of continuous school and district improvement can promote each student’s academic success and well-being.

Standard 10	Does Not Meet Standard	Meets Standard
Continuous School and District Improvement		X

Special Education Director Standards Summary

Total Number of Standards	Does Not Meet Standard	Meets Standard
10	0	10

Areas for Consideration

-
-
-

Recommended Action on Idaho Standards for Special Education Directors

- Approved
- Conditionally Approved
 - Insufficient Evidence
 - Lack of Completers
 - New Program
- Not Approved

CONSENT
AUGUST 24, 2022

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Idaho State University - Educator Preparation Program, New: Master of Social Work

REFERENCE

December 2021 Board approved Idaho State University new program leading to a computer science endorsement, grades 6-12.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section 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 June 2022 meeting of the Professional Standards Commission (PSC), the Standards Committee of the PSC conducted a new program approval desk review of the Master of Social Work program proposed by Idaho State University (ISU), in order to issue an Institutional Recommendation for the Standard Pupil Service Staff Certificate with a School Social Worker Endorsement. The academic program was approved in December 2016 for a Fall 2017 start but does not appear to have been submitted for approval for initial certification. The program was initially accredited by the Council on Social Work Education (CSWE) in June 2021. There appears to be some question as to whether pupil service staff programs are required to be approved for initial certification by the State Board of Education. In the absence of a guiding statute or policy or the knowledge of such, the PSC reviewed the program proposal to ensure compliance with endorsement language and state specific standards in the current Idaho Standards for Initial Certification of Professional School Personnel. Through review of the proposal, the Standards Committee gained a clear understanding that the endorsement language and state specific standards will be met through the proposed program.

On June 17, 2022, the full PSC voted to recommend ISU's proposed Master of Social Work be submitted to the State Board of Education for conditional approval. With this conditionally approved status, ISU may issue institutional recommendations for certification to completers of this program.

IMPACT

Conditional approval of ISU's Master in Social Work will enable ISU to issue institutional recommendations for program completers seeking a pupil service staff certificate with a school social worker endorsement.

CONSENT
AUGUST 24, 2022

ATTACHMENTS

- Attachment 1 – New Program Proposal – Master in Social Work
- Attachment 2 – Idaho State Board of Education proposal for graduate program
- Attachment 3 – CSWE Initial Accreditation Letter dated July 13, 2021

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.

Educator preparation programs consist of two major parts; the core educator preparation required for all administrators, instructional staff, or pupil service staff (as applicable to the certification area) and program/area specific preparation that is tied to the area of endorsement. Full program reviews evaluate the full program (core and endorsements areas) as a whole against the certification core standards and all of the program specific standards. New “program” reviews for new endorsement programs delivered by an educator preparation program that has already been approved are to review the endorsement program against the standards specific to that endorsement area.

Current practice is for the PSC to review new programs and make recommendations to the Board regarding program approval through a “Desk Review” and do not include an on-site review. The PSC review process evaluates whether or not the programs meet or will meet the Board approved certification standards for the applicable program and endorsement area.

The PSC 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 PSC forwards a new recommendation to the Board regarding approval status of the program.

Once approved by the Board, candidates completing this program will be able to apply for a Standard Instructional Certificate with a school social worker endorsement.

Staff recommends approval.

CONSENT
AUGUST 24, 2022

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission and to conditionally approve Idaho State University's Master in Social Work program for certification.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**NEW/REVISED PROGRAM FOR EDUCATOR CERTIFICATION:
REQUEST FORM**

Name of Institution	Idaho State University	Date of Submission	June 2, 2022
New Program Name	Master of Social Work	Certification/Endorsement	School Social Work
Form Preparer Name/Title	Fredi Giesler, MSW, Ph.D.; MSW Program Director	Form Preparer Email/Phone	ednagiesler@isu.edu
All new educator preparation programs from public institutions require Program Review and Approval by the State Board of Education.		Is this a request from an Idaho public institution? Yes X No <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. December 19, 2016</i>	

Section I: 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 support the request. Ensure each supporting document is clearly titled, and combine any supporting documents into one file. Links to outside documents or websites will not be considered.

TITLE 33
EDUCATION
CHAPTER 12
TEACHERS

33-1212. SCHOOL COUNSELORS. (1) In recognition of the diverse and complicated demands upon students, their families and the public school system, the legislature finds that counseling offered at Idaho public schools should be flexible and responsive. For purposes of counselor services, a counselor shall be defined as an individual who meets the requirements of an approved program of graduate study in school guidance and counseling from a college or university approved by the Idaho state board of education and who meets the requirements of rules adopted by the board, or **an individual**

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

licensed as provided by chapter 32, title 54, Idaho Code, as a certified social worker and who meets the requirements of the state board of education.

(2) School counselors spend most of their time in direct service to and contact with students. School counselors' duties are focused on the overall delivery of guidance, individual student planning and responsive services. A small amount of their time is devoted to indirect services called system support.

(3) The state board of education shall adopt rules to implement the provisions of this section, and shall specifically provide that certified social workers meet the requirement for school counselors. A local school district may request a waiver from the state board of education of the counselor/counseling requirements, provided that data is submitted to and annually approved by the state department of education to substantiate that the intent of the board's rules in these areas is being met by an alternative program model.

School Social Worker Endorsement. To be eligible for a school social worker endorsement, a candidate must meet the following requirements: (3-15-22)

i. A master's degree in social work (MSW) from a postsecondary institution accredited by an organization recognized by the State Board of Education. The program must be currently approved by the state educational agency of the state in which the program was completed; and (3-15-22)

ii. An institutional recommendation from a state board approved program; and (3-15-22)

iii. The successful completion of a school social work practicum in a preschool through grade twelve 12 (Pre-K-12) setting. Post-LMSW extensive experience working with children and families may be substituted for the completion of a school social work practicum in a Pre-K-12 setting; and (3-15-22)

iv. A current and valid social work license pursuant to chapter 32, title 54, Idaho Code, and the rules of the State Board of Social Work Examiners. (3-15-22)

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

This request for educator certification is for school social work. Students may be admitted to the MSW with Advanced Standing if they have earned an undergraduate degree in Social Work in the prior seven years from a Council on Social Work Education (CSWE) accredited program. Students with Advanced Standing admission complete 35 credits for the MSW degree. Students admitted with Standard Admission complete 59 credits for the MSW degree. MSW students who desire to be certified as school social workers must complete the following coursework and be eligible for the Master of Social Work degree.

Students who are admitted to the MSW with Standard Admission will complete the following courses:

SOWK 5501 Foundations of Social Work, 3 credits; This course covers foundational concepts of the Social Work profession including introduction of frameworks and models to understand human behavior in the social environment and diversity issues. Required for Traditional Two-Year Program students who have not completed an undergraduate degree in social work. PREREQ: Admission to MSW program. Fall semester

SOWK 5515 Research in Social Work, 3 credits; This course introduces the principles and procedures of scientific research and includes a variety of strategies and tools for studying social phenomena. Course also includes a survey of statistical techniques focusing on descriptive statistics, hypothesis testing and correlations. Students work in computer labs and use software for statistical analysis commonly used in the social sciences to produce descriptive and summary statistics for large data sets. PREREQ: Admission to the MSW program. Spring semester

SOWK 5520 Direct Practice w/ Individuals & Families, 3 credits; This course examines micro level systems within the generalist social work framework. Theoretical frameworks for use with individuals and families as well as interviewing and problem-resolution methods will be covered. Students will utilize a generalist skill base in learning to engage, assess, intervene and evaluate individuals and families. PREREQ: Admission to MSW program. Spring semester

SOWK 5550 Direct Practice with Groups, 3 credits; This course focuses on mezzo level systems within the generalist social work framework. Group theory, process, dynamics, and practice applications will be covered. Students will use a generalist skill base in learning to engage, assess, intervene, and evaluate small group systems. PREREQ: Admission to MSW program. Spring semester

SOWK 5571 Social Justice Advocacy & Policy Practice, 3 credits; This course examines social policies created as society's strategy for addressing social concerns such as unemployment, poverty, and mental illness. Students will critically evaluate programs and policies in order to develop skills to advance social and economic justice and to deliver effective social work services. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. PREREQ: Admission to MSW program. Fall semester

SOWK 5576 Field 1 Practicum (agency internship, 200 hours), 2 credits; Field Practicum 1 and Field Practicum 2 are completed in the same agency/organization and may be completed in a school setting. At least 400 hours of Field Practicum must be completed in a school setting for this certification. Placement within a social service agency under direct supervision of a licensed masters-level social worker for a minimum of 200 hours. Meets CSWE accreditation requirements to provide generalist practice

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

for students to demonstrate social work competencies with individuals, families, groups, organizations, and communities.
PREREQ: Admission to the MSW program. Fall semester

SOWK 5577 Field 1 Seminar, 1 credit; Seminar permits discussion and reflection upon field experience gained in SOWK 5576 and serves an integrative function for linking theory to applied practice. PREREQ: Admission to MSW program. COREQ: SOWK 5576. Fall semester

SOWK 5578 Field 2 Practicum (agency internship, 200 hours), 2 credits; Placement within a social service agency under direct supervision of a licensed masters-level social worker for a minimum of 200 hours. Meets CSWE accreditation requirements to provide generalist practice for students to demonstrate social work competencies with individuals, families, groups, organizations, and communities. PREREQ: Admission to the MSW program and satisfactory completion of SOWK 5576, Spring semester

SOWK 5579 Field 2 Seminar, 1 credit; Seminar permits discussion and reflection upon field experience gained in SOWK 5578 and serves an integrative function for linking theory to applied practice. PREREQ: Admission to MSW program. COREQ: SOWK 5578. Spring semester

SOWK 5594 Practice Interventions with Organizations & Communities, 3 credits; This course provides an advanced focus on community and organizational structure and function. Uses the generalist model of social work with macro level systems including building knowledge and skills focusing on social action and social change. Specific attention is given to helping students develop necessary skills to engage, assess, intervene and evaluate with organizations and communities (macro level) effectively. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. PREREQ: Admission to MSW program. Spring semester

All students in the MSW program complete the following courses for the School Social Work Certification:

SOWK 5510 Human Behavior Theory & Cultural Diversity, 3 credits; This course covers advanced theoretical concepts to prepare students to apply conceptual frameworks and issues for understanding human behavior as a function of bio-psycho-social-spiritual processes and interactions in the environment. Advanced information related to human diversity and at-risk populations, including issues pertaining to racial and ethnic groups, and gender and sexual orientations will be covered. PREREQ: Admission to MSW program. Fall semester

SOWK 6615 Applied Research for Social Work, 3 credits; Students develop a program evaluation proposal to demonstrate competency in utilizing practice-informed research and research-informed practice in the context of direct clinical practice. Students learn to apply a variety of program evaluation methods and approaches, including quantitative and qualitative methods, needs assessment, formative and process evaluation, and summative/outcome evaluation. PREREQ: Completion of SOWK 5578 or Advanced Standing admission to the MSW. Spring semester

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

SOWK 6620 Advanced Practice Interventions and Comparative Theories, 3 credits; This course covers advanced interventions and comparative theories in social work with emphasis on utilizing evidence-based practices in counseling with individuals, families, and groups at the clinical level. PREREQ: Admission to MSW program. Fall semester

SOWK 6625 Evaluation of Mental Disorders and Strengths-Based Assessment, 3 credits; This course builds on the generalist practice courses and enhances clinical knowledge and skills regarding best practices in engagement and assessment with clients. Students learn to apply diagnostic procedures from the Diagnostic and Statistical Manual of Mental Disorders, as well as a strengths-based approach to assessment. This course prepares students for advanced clinical practice in mental health. PREREQ: Admission to MSW program. Fall semester

SOWK 6630 Professional Communication, 3 credits; This bridge course prepares students to be competent social work communicators. Course content includes case documentation and report writing, public training and presentations, and application of APA style formatting. PREREQ: Admission to the MSW program. Fall or Summer semester. This course also includes content relevant to Standard 3 (13).

SOWK 6661 Interprofessional Practice with Children and Families: 3 credits; A required elective- Preparation for working in three distinct practice contexts with children and families: schools, health care, and mental health care. Students learn how to competently collaborate with professional colleagues from other service-oriented disciplines to effectively meet the needs of their clients. Students apply evidence-based intervention models in these practice contexts and explore the benefits and challenges of interprofessional practice with children and families. This course can be paired with SOWK 5517 to include a practice lab. Spring semester. This course also includes content relevant to Standard 2 (12).

SOWK 6671 Advanced Policy Practice and Advocacy, 3 credits; This course prepares students to be competent client advocates and policy change agents. Students gain knowledge and skills in the areas of advancing human rights, and social, economic, and environmental justice, as well as advocacy for policy that promotes evidence-based clinical practice. PREREQ: Completion of SOWK 5578 or Advanced Standing admission to the MSW.

SOWK 6676 Field Practicum 3, 3 credits; Continuation of field practicum experience consisting of placement within a social service agency under direct supervision of a licensed social worker for a minimum of 250 hours. Field Practicum 3 & 4 are completed in the same agency/organization. Students will refine and utilize professional values, knowledge and skills. PREREQ: SOWK 5576 and SOWK 5578 and Admission to the MSW program. Fall semester. Students are required to complete this Field Practicum in a school setting if they are admitted as Advanced Standing or if they have not done so in the Field 1 & 2 Practicum.

SOWK 6677 Field Seminar 3, 1 credit; Weekly on-campus seminar permits discussion and reflection upon the field experience in SOWK 6676 and serves an integrative function for linking theory to applied practice. PREREQ: Admission to the Advanced Standing MSW program or completing SOWK 5576 and SOWK 5578 in the two-year MSW program. Fall semester

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

SOWK 6678 Field Practicum 4, 3 credits; Continuation of field practicum experience consisting of placement within a social service agency under direct supervision of a licensed social worker for a minimum of 250 hours. Students will refine and utilize professional values, knowledge and skills. PREREQ: SOWK 6676 and Admission to the MSW program. Spring semester.

SOWK 6679 Field Seminar 4, 1 credit; Weekly on-campus seminar permits discussion and reflection upon the field experience in SOWK 6678 and serves an integrative function for linking theory to applied practice. PREREQ: SOWK 6676 and Admission to the MSW program. Spring semester

Elective option 2 (at least 3 credits from this list):

ANTH 5550 Sociolinguistics: 3 credits; Study of the patterned covariation of language and society, social dialects and social styles in language; problems of bilingualism, multilingualism, creoles and language uses. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. Equivalent to ENGL 5588. PREREQ: ANTH 1107, ENGL 2281, or permission of instructor. This course includes specific content on the native languages and cultures of tribes in Idaho and meets the content for standard 1(11).

OR

ANTH 5589 Indigenous Land, Language, and Cultural Maintenance, 3 credits; Rotating review of topics dealing with issues in American Indian studies. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. This course covers the interrelated concepts of Indigenous sovereignty, land bases, language and cultural maintenance, focusing on the histories and needs of Idaho Tribes. This course includes specific content on the native languages and cultures of tribes in Idaho and meets the content for standard 1(11).

Elective option 3 (at least 3 credits from this list)

SOWK 5517 Interdisciplinary Evaluation Team, 1 credit; Introduction to the principles and techniques associated with interdisciplinary evaluation. Disciplines emphasized: Audiology, Nursing, Physical Therapy, Psychology, Social Work, Special Education, Speech-Language Pathology. Equivalent to CSD 5517, DHS 5517, PSYC 5517, and NURS 5517. Spring semester

SOWK 5521 Families in Social Context, 3 credits; Examination of the family as a social institution shaped by larger social structures. The course introduces students to basic concepts and theories, historical perspectives, facts, and processes of family formation and dissolution. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. Equivalent to SOC 5521 Fall or Spring semester

SOWK 5551 Victimology, 3 credits; Introduction to theory and research about individuals and populations that have been victimized by interpersonal, institutional, and state sanctioned violence and abuse. Topics include: intimate partner violence, sexual assault, bias-related crimes, and post-trauma syndrome as a result of war, torture, social, or environmental catastrophes. Students will become acquainted with community services, specialized programs within the criminal justice system, and practitioners who treat "survivors" of violence and abuse. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. Fall semester

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

SOWK 5552 Gang Violence, 3 credits; Introduction to the sociological study of juvenile street gangs, prison gangs, and organized crime syndicates with special attention devoted to violent behavior. Topics include: early development, definitions, immigration, ethnicity, gender, victimization, theories, prison gangs, desistance, American Mafia, Russian organized crime, outlaw motorcycle gangs, and drug trafficking. A central course goal is to better understand gangs in order to prevent their growth and proliferation. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. Fall semester (Odd years)

SOWK 5556 Substance Abuse: Family and Community, 3 credits; Examination of substance abuse issues and problems within the context of families and communities, paying particular attention to differing theoretical frameworks and value systems. Students will study evidence-based models of prevention and intervention for those affected by addiction. Spring semester

SOWK 5560 Grief and Loss, 3 credits; Prepares students to work with clients experiencing grief and loss issues stemming from a variety of experiences, including death, physical health changes, trauma, and life transitions. The philosophical, cultural, medical, psychological, and spiritual aspects of grieving and loss will be covered. The grief process and factors to consider in working with children, adolescents, and adults will be covered as well as assessment of complicated grief reactions. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. Summer semester (Even years)

SOWK 5561 Migrant and Refugee Children and Families, 3 credits; Examines the impact of forced migration on children and families-and the impact on hosting communities-in several locations across the globe. Explores the psychological, social, and legal implications of human movement in recent history. This course adopts a social justice framework through considering implications for human rights and individual experiences. Issues of local and international policy and direct and ethical practice are debated. Fall semester (Even years)

SOWK 5566 Rural Sociology and Community Development, 3 credits; Examines the social construction of rurality as well as sociological theories of rural community development and contemporary social processes related to social change and restructuring in rural communities. Overview of the demographic, economic, political, environmental, health, interpersonal, and criminological factors that shape opportunities and barriers to rural community development. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. Spring semester (Odd years)

SOWK 5587 Children and Families: Practice Perspective and Well-Being, 3 credits; An exploration of the many facets of child welfare, including factors impacting the well-being of children and their families on a local and global level, such as governmental policies and societal values regarding child welfare, social issues that affect children, available services for children, and social work intervention strategies. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus. Fall semester

SOWK 6660 Trauma-Informed Practice, 3 credits; Preparation for working with clients with traumatic life experiences. This course covers neurobiological understandings of trauma and application of clinical perceptions in social work practice. Fall semester

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

SOWK 6662 Play Therapy, 3 credits; Develops understanding of the value and function of play in interpersonal relationships and communication. Focuses on the ways that play informs and influences child development and how this approach is used as an effective intervention to assist children with behavioral challenges. Summer semester (Odd years).

School Social Work Endorsement:

- I. MSW students who complete these requirements and maintain a grade point average of 3.0+ (on a 4.0 scale) will be eligible to graduate with an MSW degree from ISU. The ISU MSW program was accredited by the Council on Social Work Education (CSWE) in June, 2021 and is accredited through June, 2025.
- II. MSW graduates who meet the above stated requirements can apply to the MSW Program Director for approval of their request for the School Social Work endorsement.
- III. MSW Students must earn a grade of B or better in all Field Practicum courses. At least 400 hours of Field Practicum must be completed in a preschool through grade twelve 12 (Pre-K-12) setting under the supervision of an MSW social worker.
- IV. Once students have completed the required courses they may request authorization from the Idaho State Board of Licensing to complete the Association of Social Work Boards (ASWB) national licensure exam. This exam confirms that a graduate has achieved minimum practice competency to practice as a social worker. Once the MSW graduate passes the exam they are eligible for the LMSW credential in Idaho State.

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

Section II: Program Design – Alignment to Idaho Core Teaching Standards

Directions: The table below includes each of the Idaho Core Teaching Standards in the [Idaho Standards for Initial Certification of Professional School Personnel](#). Complete the table, explaining how the program design and any available evidence align with each of the standards applicable to the program. Pupil Service Staff programs will only need to address Standards 11 - 13. Supporting documents may be considered if they clearly support the request. Ensure each supporting document is clearly titled, and combine any supporting documents into one file. Links to outside documents or websites will not be considered.

STANDARD	How is the standard being met? What coursework from Section I addresses the standard? Is there a plan to address the standard?
<p>Standard 1: Learner Development The teacher candidate understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.</p>	
<p>Standard 2: Learning Differences The teacher candidate uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.</p>	
<p>Standard 3: Learning Environments The teacher candidate works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.</p>	
<p>Standard 4: Content Knowledge The teacher candidate understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.</p>	
<p>Standard 5: Application of Content The teacher candidate understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.</p>	

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

STANDARD	How is the standard being met? What coursework from Section I addresses the standard? Is there a plan to address the standard?
<p>Standard 6: Assessment The teacher candidate understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.</p>	
<p>Standard 7: Planning for Instruction The teacher candidate plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.</p>	
<p>Standard 8: Instructional Strategies The teacher candidate understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.</p>	
<p>Standard 9: Professional Learning and Ethical Practice The teacher candidate engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.</p>	
<p>Standard 10: Leadership and Collaboration The teacher candidate seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.</p>	

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

STANDARD	How is the standard being met? What coursework from Section I addresses the standard? Is there a plan to address the standard?
<p>Standard 11: American Indian Tribes in Idaho The teacher candidate should be able to distinguish between each of the federally recognized tribes with respect to the retention of their ancestral lands in Idaho: Coeur d'Alene Tribe, Kootenai Tribe of Idaho, Nez Perce Tribe, Shoshone-Bannock Tribes, and the Shoshone-Paiute Tribes. Teacher candidates build capacity in learners to utilize the assets that each learner brings to the learning community based on their backgrounds and experiences.</p>	<p>As noted above, MSW students seeking School Social Worker certification must complete Anthropology 5550 OR Anthropology 5589. These courses are available in alternating years in the fall semester and include specific content on American Indian Tribes from Idaho state. Content focuses on language, culture, and the unique historical backgrounds of these Tribal communities. Students will complete readings, research and assignments relative to Idaho Indian Tribes and develop cultural sensitivity to the lives and experiences of these communities and their way of life. See Attachment A for sample syllabi.</p>
<p>Standard 12: Code of Ethics for Idaho Professional Educators The teacher candidate understands the Code of Ethics for Idaho Professional Educators and its place in supporting the integrity of the profession.</p>	<p>As noted above, MSW students seeking School Social Work certification must complete SOWK 6661, Interprofessional Practice with Children and Families. One third of this course is devoted to social work practice in schools and includes an assignment where students review a variety of professional ethical codes and compare and contrast these ethical codes to that of the National Association of Social Workers. Students are required to read the Code of Ethics for Idaho Professional Educators. See attachment B for a sample syllabi.</p>



**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

STANDARD	How is the standard being met? What coursework from Section I addresses the standard? Is there a plan to address the standard?
<p>Standard 13: Digital Technology and Online Learning The teacher candidate knows how to use digital technology to create lessons and facilitate instruction and assessment in face-to-face, blended, and online learning environments to engage students and enhance learning.</p>	<p>As noted above, MSW students seeking School Social Work certification must complete SOWK 6630 Professional Communication. This class is taught in a blended asynchronous and synchronous online format. There are two specific assignments that students complete in this course that prepares them to meet this standard:</p> <p>In-service training (10 points; required): Three-member student groups (up to 10 groups) will present a formal in-service training presentation via Zoom on a social work practice topic of your choice. Groups will be determined via group topic sign-up in Moodle. The broad topics include: Trauma/Trauma Informed Practice; Substance Abuse; Criminal Justice; Children and Families; Health Care; Mental Health/Wellness; Self-Care/ Compassion Fatigue; Prevention/Promotion Services Poverty/Homelessness/Housing; Elder Care/Disability Practice</p> <p>The presentation will be no more than 15 minutes, followed by 5 minutes of question and response. Students who are not presenting should be prepared to ask at least one question (1 point of extra credit). Students will use slides and other media to present evidence-based information on a social work practice topic. Handouts are encouraged (pdf's can be posted to Moodle before the presentation). Groups are encouraged to establish group rules, a work plan or a group contribution contract at the beginning of the semester. Students will have to connect outside of class to coordinate this project. There are a number of options available for this, including Zoom, Google Meets, FaceTime, phone, and meeting in person.</p> <p>Agency Presentation (10 points): Students will provide a formal presentation or training (in person or via Zoom) to field/employment/volunteer agency staff, clients, agency board members, or community partners and video record the presentation. Part of the learning objective is to learn how to record a presentation. This is a valuable contemporary skill for social work practice. Students are encouraged to envision this assignment as a webinar or training session that will be viewed virtually by others. Students will need to explore their options for video recording. Using Zoom is a really efficient way to record a presentation. Students will upload the video in a readable format (mp4) and send it to the instructor via a shared Google doc or a YouTube link. The presentation should be at least 10 minutes. Students will write a 2 or 3-page critique of their strengths and challenges in the presentation. The paper will also include a critical reflection of areas for improvement and strategies to achieve improvement. Students will use best practice literature to justify the critique and improvement strategies. Students should include at least two credible, evidence-based sources. This assignment is designed to help students critically reflect on their presentation skills and to critically examine opportunities for professional development. Students are encouraged to identify a venue and date for the presentation very early in the semester.</p>

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 1

Signature of College Chair/Director/Dean*		Date	6/2/2022
IF APPLICABLE: Signature of Graduate Chair/Director/Dean, or other official*		Date	6/13/2022

*Form is not complete without signatures and dates

Upon Form Completion: Submit this request with all supporting evidence to the Professional Standards Commission (PSC) Coordinator at least two (2) weeks before the next regularly scheduled meeting of the PSC ([PSC web page](#)). Upon PSC recommendation, this request will be submitted to the State Board of Education for consideration at their next regularly scheduled meeting.

**Idaho State Board of Education
Proposal for Graduate and Doctoral Degree Program**

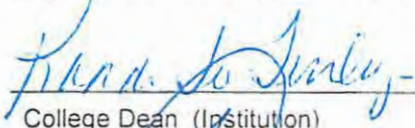
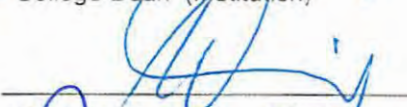
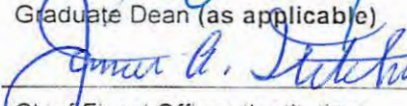
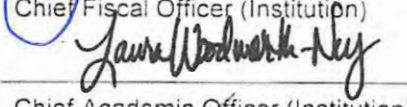
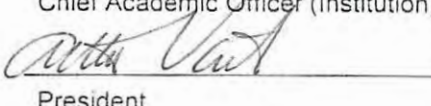
Date of Proposal Submission:	
Institution Submitting Proposal:	Idaho State University
Name of College, School, or Division:	College of Arts and Letters
Name of Department(s) or Area(s):	Sociology, Social Work, and Criminology

Program Identification for Proposed New, Modified, or Discontinued Program:

Title:	Master in Social Work Program	
Degree:	MSW	
Method of Delivery:	Face-to-face; some electives might be offered online or hybrid	
CIP code (consult IR /Registrar)	440701	
Proposed Starting Date:	08/15/17	
Indicate if the program is:	Regional Responsibility X	Statewide Responsibility

Indicate whether this request is either of the following:

- | | |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> New Graduate Program | <input type="checkbox"/> Contract Program/Collaborative |
| <input type="checkbox"/> New Doctoral Program | <input type="checkbox"/> Expansion of an Existing Graduate/Doctoral Program |
| <input type="checkbox"/> New Off-Campus Graduate Program | <input type="checkbox"/> Consolidation of an Existing Graduate/Doctoral Program |
| <input type="checkbox"/> New Off-Campus Doctoral Program | <input type="checkbox"/> Discontinuation of an existing Graduate/Doctoral Program |

 Kara Jo Jolley - Area 7/3/2015			
College Dean (Institution)	Date	Vice President for Research (as applicable)	Date
	9/9/15		
Graduate Dean (as applicable)		Academic Affairs Program Manager	Date
	6/28/16		
Chief Fiscal Officer (Institution)	Date	Chief Academic Officer, OSBE	Date
	6/20/2016		
Chief Academic Officer (Institution)	Date	SBOE/OSBE Approval	Date
	6/23/16		
President	Date		

Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program and each program discontinuance. All questions must be answered.

1. **Describe the nature of the request.** Will this program be related or tied to other programs on campus? Please identify any existing program, option that this program will replace. *If this is request to discontinue an existing program, provide the rationale for the discontinuance. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program. Describe the teach-out plans for continuing students.*

The Department of Sociology, Social Work, and Criminal Justice at Idaho State University is currently accredited to offer a Bachelor of Arts (BA) degree in social work. We now wish to add a Master of Social Work (MSW) degree. Currently, our BA program prepares graduates for generalist professional practice. A new MSW program would prepare graduates for advanced professional practice in an area of concentration within the field of social work through mastery of a core set of competencies as set forth by the Council on Social Work Education (CSWE), our national accrediting body. MSW level social workers apply knowledge and skills of advanced social work practice. Per CSWE accreditation standards, MSW professionals assess, intervene and evaluate in order to promote human and social well-being in ways that are differentiated, discriminating and self-critical. They apply a wide-range of interdisciplinary and multidisciplinary knowledge and skills. In addition, MSW-educated social workers refine and advance the quality of social work practice through research.

Two options for the MSW degree would be offered: 1) a one-year, advanced standing MSW program which would be an efficient graduate education option for those students who complete their BA degrees in social work at ISU or another CSWE accredited programs; 2) a traditional two-year program for students who have completed non-social work BA degrees.

Given the current state of the profession for employment opportunities, Southeast Idaho (Regions 5 & 6) community need, and ISU student need, an MSW program at ISU is necessary. Our purpose is to develop a quality, primarily seated, MSW program. It is our understanding that Boise State University will be transitioning their MSW program to a fully online program in spring 2016 (telephone communication with Dr. Roy Rodenheiser, Director of Social Work at BSU on February 19, 2015.) BSU has primary statewide responsibility for Social Work Programs in Idaho (Idaho State Board of Education, 2013, Governing Policies and Procedure. Boise, Idaho); however, ISU is given shared responsibility for programs in Region 5 & 6. Given SE Idaho's student base of first generation students and face-to-face learning styles, a fully online program offered to Idaho students will not adequately meet student learning needs within the State or the need for qualified professionals within our profession and community. We are proposing an option for students which will be based on quality, face-to-face interactions with intense faculty supervision and contact.

Given the nature of social work, a student must graduate from an accredited program in order to be eligible for licensure within the state (Idaho Administrative Code IDAPA 24.14.01 - Rules of the State Board Bureau of Occupational Licenses of Social Work Examiners, Section 100, Page 3). We are proposing our program be placed on the 4-year Candidacy Model for accreditation through the Council of Social Work Education. Steps are outlined in which the program works closely with CSWE to meet accreditation standards. Students enrolled in the program through the candidacy process will be considered as graduates from an accredited program only if the program is fully accredited at the end of the candidacy process. Thus, financial commitment for fully staffing the program and providing necessary resources is essential in order to achieve accreditation and offer a quality program. Granted, MSW programs appear to be expensive as the faculty to student ratio needs to meet accreditation standards. However, the program will generate tuition and fees and recent surveys of student and community interest has demonstrated that a MSW Program at ISU has the capacity to be

March 16, 2012

Page 2

filled. Thus, if the program is started, it must be sustained; we cannot jeopardize student ability to be employed and licensed when they start the program while under candidacy for accreditation.

In sum, we are proposing to offer a quality, cost effective educational experience for students in Southeast Idaho. Students will be able to participate in seated practice classes which will enable graduates to effectively work with people in the field. Having face-to-face contact with faculty and fellow students prepares students to practice ethically as social work is a profession which values human relationship and sees the need/strength in human interactions (NASW Code of Ethics).

- 2. List the objectives of the program.** The objectives should address specific needs the program will meet. They should also identify and the expected student learning outcomes and achievements. *This question is not applicable to requests for discontinuance.*

The program will be based on successfully addressing specific social work Core Competencies as required by CSWE in EPAS 2015 (approved by CSWE, March 20, 2015):

1. Demonstrate Ethical and Professional Behavior.
2. Engage Diversity and Difference in Practice.
3. Advance Human Rights and Social, Economic, and Environmental Justice.
4. Engage in Practice-Informed Research and Research-Informed Practice.
5. Engage in Policy Practice.
6. Engage with Individuals, Families, Groups, Organizations, and Communities.
7. Assess Individuals, Families, Groups, Organizations, and Communities.
8. Intervene with Individuals, Families, Groups, Organizations, and Communities.
9. Evaluate Practice with Individuals, Families, Groups, Organizations, and Communities.

(CSWE, EPAS 2015, <http://www.cswe.org/File.aspx?id=79793>)

Our proposed MSW program will also have an emphasis in three areas, which reflect current department strengths: (a) gender and sexuality, (b) clinical work with children and families including child welfare, and (c) forensic social work. In addition to required courses, students may take elective courses in one of these areas for certificate of specialty.

Social work students are trained as generalists during undergraduate education before building on advanced generalist and more specialized training during their graduate education. Thus, MSW graduates are well-prepared to address a variety of social and community issues at multiple levels. These include substance abuse prevention and treatment, community planning, rural health, mental health, gerontology issues, child and family development, and criminal justice issues.

- 3. Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation (it is not necessary to address regional accreditation)? If so, please identify the agency and explain why you do or do not plan to seek accreditation. *This question is not applicable to requests for discontinuance.*

The ISU BA degree in social work is accredited through CSWE. CSWE is also the accrediting body for all MSW programs in the United States. Quality is assured through accreditation as programs are required to meet specific components which are regularly monitored.

Consistent with CSWE accreditation procedure for the BA program, our proposed MSW program goals and outcomes will be established along with measurable objectives and outcomes as required by CSWE.

Faculty members are committed to developing and maintaining a quality program based on core

March 16, 2012

Page 3

ethical principles as outlined by the NASW Code of Ethics. As social work is a profession based on the core principle of the value of human relationships (NASW Code of Ethics), students will have the opportunity to develop relational skills and integrative knowledge through face-to-face practice courses and quality field placements. For social work students, the implicit curriculum is as important as the explicit curriculum (CSWE). Our faculty members are committed to developing a quality program utilizing current research on what social workers need for development of clinical skills. For instance, a recent position paper based on research by the Clinical Social Work Association (September 2013) highlights the critical need for clinical social workers (MSW level) to have the opportunity to develop relational skills and integrative knowledge.

In addition, faculty knowledgeable in required field education will assist in designing and monitoring quality practice courses to ensure that student learning of practice concepts are taught and monitored through face-to-face instruction.

- 4. List new courses that will be added to your curriculum specific for this program.** Indicate number, title, and credit hour value for each course. Please include course descriptions for new and/or changes to courses. *This question is not applicable to requests for discontinuance.*

The following credits will be required for the proposed MSW options at ISU:

60 graduate credits would be required for traditional two-year program.

45 graduate credits (including 12 field credits) would be required for advanced standing program.

Course Requirements for Traditional Two Year Program Total 60 credits

Course numbers and descriptions of new courses to be added to the curriculum (also included in table below).

Foundations of Social Work	3 credits
Advanced HBSE II and Diversity Issues	3 credits
Professional Communication in Practice	3 credits
Advanced Policy, Legislations, and Administration	3 credits
Applied Research for Social Work	3 credits
Evaluation and Treatment of Mental Disorders	3 credits
Advanced Practice Interventions and Comparative Theories	3 credits
Research Seminar	1 credit
Field Practicum I	6 credits
Field Seminar I	1 credit
Field Practicum II	6 credits
Field Seminar II	1 credit
Specialty Area Required Electives	9 credits

Advanced Standing MSW Program (Students are eligible for the Advanced Standing Program if they have graduated from an accredited Bachelor of Social Work Program and meet GPA requirements. CSWE, the accrediting body for social work programs, requires that graduate students not be required to repeat coursework they have already completed as an undergraduate.)

New Course Requirements for Advanced Standing Program: 45 credits

Advanced HBSE II and Diversity Issues	3 credits
Professional Communication in Practice	3 credits
Advanced Policy, Legislations, and Administration	3 credits
Applied Research for Social Work	3 credits
Evaluation and Treatment of Mental Disorders	3 credits

March 16, 2012

Page 4

Advanced Practice Interventions and Comparative Theories	3 credits
Research Seminar	1 credit
Field Practicum I	6 credits
Field Seminar I	1 credit
Field Practicum II	6 credits
Field Seminar II	1 credit
Specialty Area Required Electives	9 credits

Credit numbers required for the proposed MSW program are in line with currently existing programs within the State of Idaho and the Region. The credit hours are comparable to other state and regional MSW programs as follows:

Boise State University is 43 credits for advanced standing (or 37-discrepancy in online materials), and 63 credits for a two-year traditional program.

University of Utah is 45 credits for advanced standing, 60 for two-year traditional.

University of Montana only offers a two-year traditional program at 60 credits.

Utah State University is 36 credits for advanced standing, 60 for two-year traditional.

Northwest Nazarene University offers an advanced standing program although credit hours are not clearly stated online, 60 credits are required for a two-year traditional program.

Walla Walla University (Missoula) is 54 quarter credits for advanced standing, 82 quarter credits for two-year traditional. (NASW, Clinical Social Work Association Position Paper, 2015; CSWE, 2015)

Table of New Courses which will need to be added to curriculum:

Course Number	Title	Course Description	Credits
Additional Courses Required for Traditional Two-Year Program			
SOWK5__ —	Foundations of Social Work	Course will cover foundational concepts of the Social Work profession including introduction of frameworks and models to understand human behavior in the social environment and diversity issues. Required for Traditional Two-Year Program students who have not completed an undergraduate degree in social work.	3
New Course Required for Advanced Standing and Traditional Two-Year Program Students			
SOWK6__ —	Advanced HBSE II and Diversity Issues	Course will cover advanced theoretical concepts to prepare students to apply conceptual frameworks and issues for understanding human behavior as a function of bio-psycho-social-spiritual processes and interactions in the environment. Advanced information related to human diversity and at-risk populations, including issues pertaining to racial and ethnic groups, and gender and sexual orientations will be covered.	3
SOWK6__ —	Professional Communication in Practice	Course will cover written and oral professional communication required for the profession including court testimony and written reports, public speaking, case documentation, training, curriculum development, and grant writing.	3
SOWK6__ —	Advanced Policy, Legislation, Administration	Course will cover knowledge and skills designed to build student competency in the areas of advancing human rights, and social, economic, and environmental justice. Topics will include administrative social work.	3
SOWK6__ —	Applied Research for Social Work	Students will be required to complete a research project to demonstrate competency in utilizing practice-informed research and research-informed practice within their specialty area. The project will contribute to the professional field, i.e., program evaluation, manuscript for submission, etc.	3

March 16, 2012

Page 5

SOWK6	Evaluation and Treatment of Mental Disorders (DSM-V)	Course will cover information contained in the current Diagnostic and Statistical Manual of Mental Disorders to train students on clinical assessment and diagnosis.	3
SOWK6__ -	Advanced Practice Interventions and Comparative Theories	Course will cover advanced interventions and comparative theories in social work with emphasis on utilizing evidence-based practices in counseling with individuals, families, and groups at the clinical level.	3
SOWK6__ -	Research Seminar	Students will have opportunities for mentoring in a small group setting in order to complete research work started in SOWK5 Applied Research for Social Work.	1
SOWK5__	Field Practicum	Placement within a social service agency under direct supervision of a licensed masters-level social worker for a minimum of 450 hours. Meets CSWE accreditation requirements to provide generalist practice opportunities for students to demonstrate social work competencies with individuals, families, groups, organizations, and communities.	6
SOWK6__	Field Practicum	Placement within a social service agency under direct supervision of a licensed masters-level social worker for a minimum of 450 hours. Placement provides specialized practice opportunities for students to demonstrate social work competencies within an area of specialized practice	6
SOWK5__	Field Seminar	Seminar permits discussion and reflection upon field experience gained in SOWK5--- and serves an integrative function for linking theory to applied practice.	1
SOWK6__	Field Seminar	Seminar permits discussion and reflection upon field experience gained in SOWK6--- and serves an integrative function for linking theory to applied practice.	1
New Courses Required for Specialty Clinical Track Area			
SOWK6__ -	Clinical Trauma Work in Child Welfare	Course will cover neurobiological understanding of trauma and application of clinical precepts in child welfare work.	3
SOWK6__	Play Therapy	Course will cover foundational concepts of play therapy work with children and across the ages.	3
SOWK6__	Couples and Family Therapy	Course will cover theories and interventions in clinical work with couples and families.	3
New Courses Required for Specialty Gender and Sexuality Area			
SOWK6__ -	Advanced Practice with Gender/Sexuality Emphasis	Course will cover issues specifically related to practice with diverse gender and sexuality issues	3

Additional required courses for MSW Degree which are already offered within the Department:

Course Number	Title	Description	Credits
SOC5508	Statistical Analysis	Emphasizes advanced techniques in research design, data measurement, and multivariate analysis utilizing computer application	3

SOC 5513	Mind, Body, and Society	Symbolic interaction and its relation to selfhood, sympathy, illness, sexuality, and addiction; and to groupings like enemies, communities, and associations	3
SOC 5531	Criminology	Analysis of criminal law, law enforcement, judicial roles and processes, correctional approaches, the criminal offender and societal reactions. Theory and research as applicable to behavior and institutional relationships	3
SOC 5536	Elite Deviance and Crime	Explores the types of criminal behaviors engaged in by the American socioeconomic and corporate elite. The course first explores and identifies who this elite is and then examines their ideological and economic history in American society. Specific examples of elite and corporate crime are presented and discussed in class. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus	3
SOC 5538	Sexual Crimes	Complex relationships of human sexuality to law and crime. A range of sexual attitudes, practices and lifestyles will be discussed in the context of cultural norms, legal parameters and personal expression. Students will be introduced to cultural variations in defining and addressing sexuality and crime. Current theoretical explanations of sexual offending and U.S. social policies and clinical interventions for sexual offenders. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus	3
SOC 5592	Topics in Criminal Justice	Readings, discussion, and preparation of reports on selected topics. May be repeated with different content. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus	3
SOC 6607	Topics in Diversity	A seminar in selected topics of social differentiation such as stratification, minorities, etc. May be repeated for up to 6 credits	3

5. Please provide the program completion requirements to include the following and attach a typical curriculum to this proposal as Appendix A. For discontinuation requests, will courses continue to be taught?

Credit hours required:	60 traditional two-year 45 advanced standing
Credit hours required in support courses:	
Credit hours in required electives:	
Credit hours for thesis or dissertation:	N/A
Total credit hours required for completion:	60 traditional two-year 45 advanced standing

March 16, 2012

Page 7

6. Describe additional requirements such as preliminary qualifying examination, comprehensive examination, thesis, dissertation, practicum or internship, some of which may carry credit hours included in the list above. *This question is not applicable to requests for discontinuance.*

Accredited MSW programs do not require comprehensive examinations or a thesis. However, CSWE does require 900 hours of supervised field education (practicum) that is part of the curriculum. Field education hours are assigned course numbers with credits, similar to our current BA program (which requires 400 hours of field education per CSWE accreditation). We already have strong working relationships with dozens of social service agencies and field educators across southeast Idaho that are established through our BA program.

Students would be required to contribute to the field of knowledge in the profession through completion of a research project and/or manuscript suitable for submission to a professional journal. Currently there is a dearth of PhD social workers in the profession. Preparing our student for further study at the PhD level would contribute to the profession and the future employability for those students interested in employment within academia.

7. Identify similar programs offered within Idaho or in the region by other colleges/universities. *If the proposed request is similar to another state program, provide a rationale for the duplication.*

Degrees/Certificates offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU (Boise State University) +any outreach programs (please specify)	B.S.W. M.S.W.		Social Work Offer certificates in Foundation of Refugee Services and Macro Practice for Refugee Services Specializations in Advanced Practice with Individuals and Families and Gerontological Services
CSI (College of Southern Idaho)	A.A.		
CWI (College of Western Idaho)	0	0	0
EITC (Eastern Idaho Technical College)	0	0	0
ISU			

LCSC (Lewis-Clark State College) BSU outreach	B.S.W.	0	0
NIC (Northern Idaho College) BSU outreach	0	0	0
UI (University of Idaho)	0	0	0
NNU (Northwest Nazarene University)	B.S.W. M.S.W.	Focuses on Community Mental Health Practice (Note: this is the only one offered at the Twin Falls site), Medical Social Work Practice with Adults, and Addiction Studies Social Work Practice	Social Work
Walla Walla University (Missoula campus)	M.S.W	Focuses exclusively on institutional and practicum studies for a Masters of Social Work.	" "
USU (Utah State University)	B.S.W. M.S.W. S.S.W.	Focuses on institutional and practicum studies as well as a social service worker degree.	Social Work and Non-Social Work
UU (University of Utah)	B.S.W. M.S.W	Focuses exclusively on institutional and practicum studies for a Masters of Social Work.	Social Work

Notes:

BSU offers both Full-Program MSW and Advanced Standing MSW programs. Programs offered in Twin Falls as well.

NNU offers both Full-Program MSW and Advanced Standing MSW programs.

Walla Walla offers both Full-Program MSW and Advanced Standing MSW programs. The Missoula campus offers advanced clinical practice.

USU offers both Full-Program MSW and Advanced Standing MSW programs.

UU offers both Full-Program MSW and Advanced Standing MSW programs.

8. Describe the methodology for determining enrollment projections. If a survey of student interest was conducted, attach a copy of the survey instrument with a summary of results as **Appendix B**. *This question is not applicable to requests for discontinuance.*

We constructed a survey (attached in Appendix B) to gather information about interest in our potential MSW program. We designed an 8-question survey using Survey Monkey and invited 846 people to participate, using our mailing lists for current students, alumni, and active social workers. We had a response rate of 23%, as 191 people participated. The survey asked about current educational attainment level, interest in an MSW program, type of program interested in, and factors that are

March 16, 2012

Page 9

important in choosing an MSW program.

According to our interest survey, 50 current students and 36 BSW's working in the Social Work field indicated that they would be "extremely likely" to enroll in a MSW program at ISU if one were available. This leads to a projected enrollment of 86 students.

Other relevant information learned from the survey is that funding/cost of program, quality of faculty, geographic location and type of program were rated as the most important factors in choosing an MSW program (in that order). The type of program most desired was Advanced Standing, Full-time MSW program, and combined BSW and MSW program (in that order). Importantly, 84% of survey participants plan to seek employment in Idaho.

9. Enrollment and Graduates. Using the chart below, provide a realistic estimate of enrollment at the time of program implementation and over three year period based on availability of students meeting the criteria referenced above. Include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed program, last three years beginning with the current year and the previous two years. Also, indicate the projected number of graduates and graduation rates.

Discontinuations. Using the chart below include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed discontinuation, last three years beginning with the current year and previous two years. Indicate how many students are currently enrolled in the program for the previous two years, to include number of graduates and graduation rates.

Institution	Relevant Enrollment Data			Number of Graduates			Graduate Rate
	Current	Year 1 Previous	Year 2 Previous	Current	Year 1 Previous	Year 2 Previous	
BSU							
ISU	0	25	50	0	20	40	80-90%
LCSC							
UI							
CSI							
CWI							
EITC							
NIC							

10. Will this program reduce enrollments in other programs at your institution? If so, please explain.

The enrollment in other programs at Idaho State University will not be impacted. Students who earn a BA in Social Work from ISU typically go on to gain their masters in another area which creates hardship in terms of expense and travel. With a local program, students will be able to concentrate their time on study and remain engaged in the local community while earning their degree. The Masters in Counseling Program at ISU offers BA level students an alternative to traveling for their

MSW. However, advanced standing is not recognized and the perspective of the social work and counseling professionals is distinct. In the last five years, only 3 social work students have applied for and been admitted to the counseling program.

11. Provide verification of state workforce needs such as job titles requiring this degree. Include State and National Department of Labor research on employment potential.

Using the chart below, indicate the total projected job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old. *This question is not applicable to requests for discontinuance.*

	Year 1	Year 2	Year 3
Local (Regional)	71	71	71
State	704	704	704
Nation	11,410	11,410	11,410

- a. Describe the methodology used to determine the projected job openings. If a survey of employment needs was used, please attach a copy of the survey instrument with a summary of results as **Appendix C.**

Estimates of total projected job openings (including growth and replacement demands) at the state level were determined based on the Idaho Short-Term Occupational and Industry Projection Report (2014). Categories included Social and Community Service Managers, Community and Social Service Occupations, Counselors, Social Workers, and Other Community and Social Service Specialists, Child, Family, and School Social Workers, Healthcare Social Workers, Mental Health and Substance Abuse Social Workers, Social Workers, All Other Social and Human Service Assistants, Community and Social Service Specialists, All Other, Social Work Teachers, Postsecondary.

Source: <http://imi.idaho.gov/Projections/OccupationalProjections.aspx>

Estimates of total projected job openings (including growth and replacement demands) at the regional level (for Southeastern Idaho) were determined based on interpolative methods using the Idaho Short-Term Occupational and Industry Projection Report (2014) in combination with the Idaho Long-Term Occupational and Industry Projections (2012). Categories included Social and Community Service Managers, Community and Social Service Occupations, Counselors, Social Workers, and Other Community and Social Service Specialists, Child, Family, and School Social Workers, Healthcare Social Workers, Mental Health and Substance Abuse Social Workers, Social Workers, All Other Social and Human Service Assistants, Community and Social Service Specialists, All Other, Social Work Teachers, Postsecondary.

Source: <http://imi.idaho.gov/Projections/OccupationalProjections.aspx>

Estimates of total projected job openings (including growth and replacement demands) at the national level were determined based on Bureau of Labor Statistics Occupational Outlook Handbook (2012/2014)

Source: <http://www.bls.gov/ooh/community-and-social-service/social-workers.htm>

- b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

The above cited data sources indicate that social work job openings are growing at a local, state,

March 16, 2012

Page 11

and national rate that significantly exceeds other job opportunities. Particularly in Idaho, economic data and forecasts indicate that social work related jobs are likely to be one of the top areas of growth not only in the next few years but likely throughout the next decade. Such growth will form an increasingly important part of Idaho's economy and will also support a range of other economic opportunities connected to both education and research.

- c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.

The program is primarily intended to meet employment needs.

12. Will any type of distance education technology be utilized in the delivery of the program on your main campus or to remote sites? Please describe. *This question is not applicable to requests for discontinuance.*

Some courses may be offered via distance education technology, but practice courses will require students to be in seated classrooms so that students can practice skills in a supervised setting and faculty can observe skill attainment. This is consistent with pedagogy analysis and recommendations recently reported by the Clinical Social Work Association (CSWA). Courses that can be offered in a quality manner via distance education can be offered utilizing technology already available and accessible in the Department.

13. Describe how this request is consistent with the State Board of Education's strategic plan and institution's role and mission. *This question is not applicable to requests for discontinuance.*

SBOE Strategic Plan

The State Board of Education's Strategic Plan for FY 2015-2019 titled "An Idaho Education: High Potential – High Achievement", envisions an "accessible, seamless public education system that results in a highly educated citizenry". Goal 1 of the strategic plan aims for "opportunities for individual advancement". The State Board states under objective B for this goal, "to increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system." One of the benchmarks explicitly targets graduate education with the aim of increasing the percentage of Idahoans with a graduate degree by 8% by 2020. Adding the Master Program in Social Work to the Eastern part of Idaho will help achieve this goal. Many of our current undergraduate students in social work or social workers in our communities cannot leave this area to attain a graduate degree. A graduate program here in Eastern Idaho will provide the opportunity for graduate education, thus increasing the percentage of Idahoans with a graduate degree. As of February 18, 2015, there are a total of 488 social workers holding LSW licenses in SE Idaho (IBOL). The LSW license is attainable with a Bachelor's Degree. Since several agencies within the field are moving towards minimum master degree requirements, many of these social workers will need to obtain an MSW degree in order to be competitive in the job market.

Goal 2 of the strategic plans aims for "provid(ing) an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative". Graduate programs by default go beyond teaching fundamental knowledge and foster critical thinking and innovation. Research and teaching are always intertwined in graduate education which not only enhances critical thinking skills, but contributes to research projects and thus development of new ideas and solutions for our society.

Graduate students are vital for faculty research and the ability to conduct research and garner external funding for their projects. A new graduate program will enhance opportunities for garnering external grant money.

March 16, 2012

Page 12

Role of Idaho State University

Idaho State University provides a wide variety of educational, training, research, continuing education and service programs to meet the personal and professional needs of Idaho citizens and Idaho employers and is responsible for planning and determining the best means to deliver Service Region Programs that respond to the educational and workforce needs of its service region. Region IV, V, and VI have been assigned to Idaho State University. While Boise State University has the statewide program responsibility for MSW programs; Idaho State University shares responsibility for assessing and delivering Master programs in Social Work in region V and VI.

Idaho State University Mission

"The mission of Idaho State University is to advance scholarly and creative endeavor through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these achievements to enhance technical, undergraduate, graduate, and professional education, health care services, and other services provided to the people of Idaho and the nation; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

Idaho State University is a public research institution which serves a diverse population through its broad educational programming and basic, translational, and clinical research. Idaho State University serves and engages its communities with health care clinics and services, professional technical training, early college opportunities, and economic development activities. The University provides leadership in the health professions and related biomedical and pharmaceutical sciences, as well as serving the region and the nation through its environmental science and energy programs." (Idaho State University, 2014).

In a Master Program in Social Work program, teaching, learning, and research are fully intertwined. Faculty incorporates aspects of their research into lectures. Students in the program learn practice and research skills, and creativity and problem solving are encouraged. Students are involved in faculty research projects. Students in the MSW program will come from a variety of backgrounds. Several of the students in our assigned regions are from Hispanic or Native American ethnicities. Some of our students are middle-aged and going back to college after gaining more life experience. Many students are first generation college graduates. We will give students unique opportunities by nurturing their talents. Social work is sometimes formally connected with the Health Sciences. A key purpose of social work as a profession is to increase the quality of life for all people, and this goal is inextricably linked to health sciences. We work with individuals and families, groups, neighborhoods and communities to increase overall health and wellbeing. Medical social work is a well-established and growing area of the field. Social work is extremely involved in the community. Students are required to complete internships in agencies and organizations in our area, and several obtain jobs in those organizations following their graduation.

Reference:

Idaho State Board of Education. 2014. CY2014-2018; FY2015-2019 Strategic Plan. Boise, Idaho: The State Board of Education.

Idaho State Board of Education. 2013. Governing Policies and Procedure. Boise, Idaho: The State Board of Education.

Idaho State University. 2014. Mission Statement. Pocatello, Idaho: Idaho State University.

14. Describe how this request fits with the institution’s vision and/or strategic plan. This question is not applicable to requests for discontinuance.

Goals of Institution Strategic Mission	Proposed Program Plans to Achieve the Goal
<p>The mission of Idaho State University is to advance scholarly and creative endeavor through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these achievements to enhance technical, undergraduate, graduate, and professional education, health care services, and other services provided to the people of Idaho and the nation; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.</p>	<p>The Master program in Social Work fits well into the mission of ISU. The program will advance scholarly endeavors; we will involve graduate students in the creation of new knowledge and cutting-edge research, and we will uphold high quality in our instruction. Our program will produce effective social work practitioners, cosmopolitan citizens, critical thinkers, and skilled leaders.</p>
<p>CORE THEME ONE: LEARNING AND DISCOVERY - Idaho State University promotes an environment that supports learning and discovery through the many synergies that can exist among teaching, learning, and scholarly activity.</p>	<p>Teaching and research will go hand-in-hand in the MSW program. The program will combine practice, professional development and research within the social work profession. One of the core competencies of social work as outlined by CSWE is for students to understand and apply the link from research to practice. Our faculty is very active in research and brings cutting-edge knowledge and research experience to the classroom.</p>
<p>CORE THEME TWO: ACCESS AND OPPORTUNITY - Idaho State University provides opportunities for students with a broad range of educational preparation and backgrounds to enter the university and climb the curricular ladder so that they may reach their intellectual potential and achieve their goals and objectives.</p>	<p>We will offer access to students from diverse backgrounds, and embracing human diversity is a key standard of the social work profession. Because social work utilizes a generalist model, which incorporates knowledge from related disciplines (i.e., sociology, psychology, counseling, etc.), we encourage students with diverse backgrounds to apply to our program. Our small student-teacher ratio will enable us to tutor and advise students extensively. We utilize various resources from across campus to support students.</p>
<p>CORE THEME THREE: LEADERSHIP IN THE HEALTH SCIENCES - Idaho State University values its established statewide leadership in the health sciences with primary emphasis in the health professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.</p>	<p>The MSW program includes content across the curriculum that is directly relevant to Health Sciences. An important area of social work is medical social work, and our program will offer specific electives pertaining to health and medicine. We have community partnerships and field education sites in health and medical settings. The program will teach students the necessary research and theoretical tools to conduct research in the health sciences. Faculty engages in health-related research (e.g. patient support groups, gerontology, trauma) and will involve students in these projects.</p>

<p>CORE THEME FOUR: COMMUNITY ENGAGEMENT AND IMPACT - Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region. It benefits the economic health, business development, environment, and culture in the communities it serves.</p>	<p>The Social Work program will regularly collaborate with community groups and organizations. The curriculum of the MSW includes field practicums and we will employ many field education sites across eastern Idaho which will help provide training for our students. We will also support these organizations by providing seminars and ongoing Continuing Education. Our faculty members serve on planning committees and advisory boards for community agencies. We will involve our students in this community service, too. Community leaders comprise our Social Work Advisory Board. This Board meets with faculty of our undergraduate program in Social Work each year to discuss community needs and to maintain high quality social work education that translates into effective professional practice. The department and the social work program are involved in ongoing efforts to build strategic community-academic partnerships.</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

15. Is the proposed program in your institution's Five-Year plan? Indicate below. This question is not applicable to requests for discontinuance.

Yes X No _____

If not on your institution's Five-Year plan, provide a justification for adding the program.

16. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally). For requests to discontinue a program, how will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?

There are several different ways that students will learn about the MSW program. The Bachelors of Social Work program will offer an excellent opportunity to recruit students for the MSW program. Many of these students already plan to go on to attend graduate school in social work, so these students will be recruited to continue their studies at ISU through the MSW program. One unique feature of the program we are proposing is the opportunity for students to apply for conditional acceptance to the MSW program when applying to the BSW program. Because of the Advanced Standing Program option, high-achieving students with promise could be considered for automatic entry into the MSW advanced standing program upon successful completion of their Bachelors in Social Work.

Students will also be recruited from other bachelor level programs such as psychology, anthropology, education etc. As the field of social work becomes increasingly more competitive, many professionals with bachelor's level degrees are returning to school to receive their MSW's. Therefore, professionals in this community and in many other surrounding communities will offer a large pool for recruitment. Due to the nature of the social work program, there is already a relationship between the social work faculty and many of the agencies in the community. This will allow for recruitment of professionals in the field who are interested in increasing their educational level.

Students will also be recruited from out-of-state. The MSW programs emphasis on nationally important fields of study including social work in criminology, trauma based child welfare work and

March 16, 2012

Page 15

gender and sexuality, will be a draw to students from all across the country as no other MSW programs in the nation are currently offering some of these specialties.

17. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.

N/A

18. Program Resource Requirements. Using the Excel spreadsheet provided by the Office of the State Board of Education indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first three 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 budget explanations below. 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 the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

a. Personnel Costs

Faculty and Staff Expenditures

Project for the first three years of the program the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule.

Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Field Director, MSW	51,000	1	1,530	240
Assistant Professor, Director	55,000	1	1,350	450
Assistant Professor	52,000	1	1,350	450

Accreditation requires a total of 6 faculty position whose principal duties are with the MSW program. The majority of the faculty members in a MSW program have to be PhD level faculty. Accreditation for the BA program in Social Work requires at least 2 faculty members whose principal assignments are with the undergraduate program. This means that in order to have a fully accredited MSW program we need at a minimum 8 faculty – 2 faculty in the BA program and 6 faculty positions in the MSW program.

The MSW program can obtain accreditation over a 3 or 4 year period. In year one – at visit one by the accrediting body – we need three full-time faculty dedicated to the MSW program; at year two, we need five faculty, and six faculty in year three or four.

In our program, we will need one additional position in year one which will be the director for the MSW program.

Over the next three years, we need to add the three additional positions: two PhDs and one MSW (for the field director position dedicated to the BSW program – we need two field directors; one for the BA program and one for the MSW program. Both of these positions can be clinical faculty on a non-tenure track position.)

The estimates of projected credit hours over three years are based on 50 students in the BSW program and 25 students in the MSW program in the first year, 50 MSW students in the second year, and 75 MSW students in the 3rd year. Practicum courses taught by the field directors are offered for 6 credits per section and semester.

Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program

Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Administrative Assistant II	26,874	0.25	6,250
Director, MSW Program	55,000	0.50	
Field Director	51,000	0.50	

Per accreditation standards, the MSW program will need a director with 0.50 of his/her workload dedicated to the position and a field director, also with 0.50 of his/her workload dedicated to that position. The director of the MSW program needs to be a tenure-track faculty member with a terminal degree in the field. The field director can be a faculty member with a MSW degree and can be hired as a clinical or non-tenure track faculty member.

The department currently has one administrative assistant assigned to the Social Work program at .75 FTE. 50% of the current workload of this administrative assistant can be reallocated to the new MSW program to cover the necessary administrative tasks associated with the MSW.

Operating Expenditures

Briefly explain the need and cost for operating expenditures (travel, professional services, etc.)

Travel – faculty will need to travel to CSWE conferences once a year. The department does not have a travel budget. Costs to cover the CSWE conference participation come from student professional fees, social work faculty generated funds through offering continuing education units to the community, and competitive travel grants.

Costs: \$ 1,500 for one conference visit per year

Accreditation Fees – we plan to have the program fully accredited by year 4. During year 1, 2 and 3 accreditation visits will take place to check progress towards accreditation (Appendix D). The program will need to pay annual accreditation fees, membership dues, candidacy fees, eligibility fees, and two commissioner site visits, and initial accreditation fees (Appendix E). After year 4, the program will need to pay annual program membership dues/accreditation fees, and every seven years the program will need to cover the costs for accreditation visits. These costs will be covered by professional fees charged to students.

Candidacy for Accreditation Costs (see attached listing from CSWE):

- | | | |
|-----|---------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 1.) | Letter of Intent and Candidacy Eligibility Fee | \$7,298 |
| 2.) | Commissioner Visit I Fee | \$4,134 |
| 3.) | Commissioner Visit II Fee | \$4,134 |
| 4.) | Commissioner Visit III Fee | \$2,756 |
| 5.) | Initial Accreditation Eligibility Fee | \$1,820 |
| 6.) | Initial Accreditation Fee | \$3,974 |
| 7.) | Commissioner Visit Expenses (3 visits in first three years) | \$3,000 each |
| 8.) | Annual Program Membership/Accreditation Fees (varies depending on number of students in program): | Year 1: \$ 3,435; Year 2: \$ 4,050; Year 3: \$ 6,075 |

Materials and Supplies – photocopies, paper, pens, fees for search ads, conference fees, etc. The department currently has a budget of \$10,631 to cover materials and supplies for four programs, including one graduate program. Adding another graduate program would require additional materials and supplies. Due to already existing cost and expense sharing between the programs in the department, we estimate the need for an additional graduate program to amount to less than one fifth of the current operating budget.

Costs: \$2,000

Communications – will be included in current communications budget in department.

Costs: \$0

Capital Outlay

(1) Library resources

- Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? If not, explain the action necessary to ensure program success.
- Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.
- For off-campus programs, clearly indicate how the library resources are to be provided.

Dept. of Sociology, Social Work & Criminal Justice
February 12, 2015

Dear Dr. Hearn:

I offer the Library's assessment of the proposed Masters in Social Work below. I have not seen the NOI form, and instead basing my response on conversations with you describing the program. From that discussion, I learned that there is an equivalent program currently being offered by Boise State University (BSU), so have based some of this assessment on the holdings of that library. The Library is fairly well-positioned to support this program, and this assessment recommends a modest amount be included with the NOI for library support from new funds outside the Library.

Books

The Library allocated \$6,102.00 during the 2014/2015 fiscal year to books and standing orders in the area of Sociology, Social Work & Criminal Justice. This amount is used to support existing programs within the department of the same name. A liaison within the department, in collaboration with a member of the library staff, works to select materials for entry into the collection.

Many of the core reference works noted in The Walford Guide to Reference Resources are currently held by the Library. These include Reference Sources in Social Work, A Guide to Information Sources for Social Work and the Human Services, The Social Work Dictionary, Social Welfare in America, and Encyclopedia of Social Work. Additionally, the Library holds all seven Reference Works published by the National Association of Social Workers.

Additionally, a comparison with the BSU Library collection reveals that ISU's holdings in this field are

March 16, 2012

Page 18

healthy. Common holdings include: City and County Extra, Encyclopedia of American Social History, Housing Statistics of the United States, Mental Measurement Yearbook, and Statistical Abstract of the United States. Additionally, ISU holds Social Work Research and Abstracts. A keyword search on the phrase "social work" in the BSU Library catalog resulted in 2921 hits. The same search in the ISU Library catalog resulted in 2421 hits based on the 2008 report.

I recommend no increase in the reference books (standing order) budget, and a small increase in the books budget as a result.

Suggested Permanent Increase for Books: \$ 2,000.00

Journals

The Library allocated \$20,081.00 during the 2014/2015 fiscal year to journals in the subject area of Sociology, Social Work & Criminal Justice. Subscription decisions are primarily in the hands of the faculty within that department. Of the five publications of the National Association of Social Workers, the Library currently subscribes to one in print, three online and offers at least 2000 and forward access in electronic version to the remainder via its full text subscription to ten EBSCOhost databases. Of the fourteen commercially produced journals listed on the BSU Library Social Work resources page (<http://guides.boisestate.edu/socialwork>) ISU holds current-year subscriptions to eight and for the remainder two offers online access with an 18 months embargo via its full text subscription to EBSCOhost Education Research Complete and Academic Search Complete databases. The four that ISU lacks are Journal of Community Practice, Journal of Human Behavior in the Social Environment, Journal of Social Work (JSW), and Journal of Teaching in Social Work. After pricing these journals, I concur with Sandra Shropshire recommendation that an increase be made to purchase them.

Suggested Permanent Increase for Journals: \$2,974.00

Indexes

The ISU Library has current access to a number of directly or indirectly relevant indexes, based on sources cited above. The following electronic article indexes are held: Social Work Abstracts, Social Science Abstracts, Socfnrnx, Sociological Collection, Social Sciences Citation Index, Le., Web of Science, CINAHL, Cochrane Library, PsycInfo, Lexis/Nexis Statistical and Academic, and Psychology and Behavioral Sciences Collection. I recommend no increase for Indexes.

Suggested Permanent Increase for Indexes: 0.00

Other Resources

The ISU Library is a selective federal depository, and as such, receives on subscription a broad range of publications from United States agencies. It offers access to additional collections of interest, including publications of the State of Idaho and of the United Nations.

Suggested Permanent Increase for Other Resources: 0.00

Services and Facilities

The ISU Library provides access to materials outside its collection by offering free interlibrary loan services to students and faculty. Other services include reference service, introductory and customized instruction service and both print and electronic course reserve.

Suggested Permanent Increase for Services and Facilities: 0.00

Total Suggested Increase to Permanent Library/Funds to Support M.S.W.: 4,974.00

Please feel free to contact me if you have questions about this assessment.

Sincerely,

Sandra Shropshire

Associate University Librarian for Collections and Technical Services

(2) Equipment/Instruments

Describe the need for any laboratory instruments, computer(s), or other equipment. List equipment, which is presently available and any equipment (and cost) which must be obtained to support the proposed program.

March 16, 2012

Page 19

Currently available equipment and labs:

- Social Work Interaction Lab – social work students are able to practice role playing, observe interactions, and record their practicing interviews to develop practice skills. It includes one laptop computer, projector, mixer, screen, TV monitor, microphone, and camera for interview transmission and taping.
- Smart Room – instructors can use this room for long distance education or video conferencing. It includes a computer, a multimedia projector, and an interactive pen display monitor.
- Social Work Library – social work books
- IFFT Social Science Research Lab in the department (shared with MA program in Sociology) – six computer stations available for graduate students.
- Ten computer labs available on the Pocatello campus; one computer lab is located on the same building where the department is located. Additionally, there are four computer labs on the Idaho Falls campus.

Maintenance: replacement or repair of broken equipment; service calls for malfunctioning equipment
Estimated Costs per year: \$200

Equipment Needed for faculty: each new hired faculty member will need a computer work station. We have no funding for computer needs in our current appropriated budget.
Estimated costs: \$1,200 for three newly hired faculty members = \$3,600

d. Revenue Sources

- (1) 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?

Initially, reallocation of resources within department and the different programs in department.

Impact: some decreased resources in other programs in the department; lower enrollment in BSW program which will be compensated with enrollment in MSW program.

Two faculty members who are currently assigned to the undergraduate program in Social Work will be assigned to the MSW program, thus reducing the fully assigned faculty members for the undergraduate program. The administrative assistant currently assigned to Social Work at 75% time will maintain 25% of his time to support the undergraduate program; 50% of his/her time will be re-assigned to the MSW program. Materials and supplies allotted to the department will be shared with the MSW program thus only necessitating some increase in the materials and supplies budget for the MSW program.

- (2) If the funding is to come from other sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when funding ends? N/A
- (3) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.
N/A
- (4) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?
N/A
- (5) Provide estimated fees for any proposed professional or self-support program.
\$ 200 per semester

APPENDIX A CURRICULUM AND COURSES

Courses Required for Traditional Two-Year MSW Program

SOWK 5..	Foundations of Social Work	3 credits
SOWK 5..	Practice with Ind/Fam	3 credits
SOWK 5..	Group Work	3 credits
SOWK 5..	Community Organization	3 credits
SOWK 5..	Social Welfare Policy	3 credits
SOWK 5508	Statistical Analysis	3 credits
SOWK 6..	Advanced HBSE II and Diversity Issues	3 credits
SOWK6..	Professional Communication in Practice	3 credits
SOWK 6..	Advanced Policy, Legislations, and Administration	3 credits
SOWK 6..	Applied Research for Social Work	3 credits
SOWK 6..	Evaluation and Treatment of Mental Disorders	3 credits
SOWK 6..	Advanced Practice Interventions and Comparative Theories	3 credits
SOWK 6..	Research Seminar	1 credit
SOWK 6..	Field Practicum I	6 credits
SOWK 6..	Field Seminar I	1 credit
SOWK 6..	Field Practicum II	6 credits
SOWK 6..	Field Seminar I	1 credit
SOC/SOWK 5/6..	Specialty Area Required Electives	9 credits
Total		60 credits

Courses Required for Advanced Standing MSW Program

SOWK 5..	Advanced HBSE II and Diversity Issues	3 credits
SOC5508	Statistical Analysis	3 credits
SOWK 6..	Professional Communication in Practice	3 credits
SOWK 6..	Advanced Policy, Legislations, and Administration	3 credits
SOWK 6..	Applied Research for Social Work	3 credits
SOWK 6..	Evaluation and Treatment of Mental Disorders	3 credits
SOWK 6..	Advanced Practice Interventions and Comparative Theories	3 credits
SOWK 6..	Research Seminar	1 credit
SOWK 6..	Field Practicum I	6 credits
SOWK 6..	Field Seminar I	1 credit

March 16, 2012

Page 21

SOWK 6..	Field Practicum II	6 credits
SOWK 6..	Field Seminar II	1 credit
SOWK 6..	Specialty Area Required Electives	9 credits
		Total 45 credits

Description of Courses

Course Number	Title	Course Description	Credits
Additional Courses Required for Traditional Two-Year Program			
SOWK5__	Foundations of Social Work	Course will cover foundational concepts of the Social Work profession including introduction of frameworks and models to understand human behavior in the social environment and diversity issues. Required for Traditional Two-Year Program students who have not completed an undergraduate degree in social work.	3
Graduate Sections will need to be added to foundational coursework already included in upper division Social Work courses in the Baccalaureate Program. These courses will be required for students enrolled in the Traditional Two-Year Program who have not completed an undergraduate degree in social work.			
SOWK5__	Practice with Individuals and Families		3
SOWK5__	Group Work		3
SOWK5__	Community Organization		3
SOWK5__	Social Welfare Policy		3
SOWK5__	Social Statistics		3
New Courses Required for Advanced Standing and Traditional Two-Year Program Students			
SOWK5__	Advanced HBSE II and Diversity Issues	Course will cover advanced theoretical concepts to prepare students to apply conceptual frameworks and issues for understanding human behavior as a function of bio-psycho-social-spiritual processes and interactions in the environment. Advanced information related to human diversity and at-risk populations, including issues pertaining to racial and ethnic groups, and gender and sexual orientations will be covered.	3

SOWK5__	Professional Communication in Practice	Course will cover written and oral professional communication required for the profession including court testimony and written reports, public speaking, case documentation, training, curriculum development, and grant writing.	3
SOWK5__	Advanced Policy, Legislation, Administration	Course will cover knowledge and skills designed to build student competency in the areas of advancing human rights, and social, economic, and environmental justice. Topics will include administrative social work.	3
SOWK5__	Applied Research for Social Work	Students will be required to complete a research project to demonstrate competency in utilizing practice-informed research and research-informed practice within their specialty area. The project will contribute to the professional field, i.e., program evaluation, manuscript for submission, etc.	3
SOWK6	Evaluation and Treatment of Mental Disorders (DSM-V)	Course will cover information contained in the current Diagnostic and Statistical Manual of Mental Disorders to train students on clinical assessment and diagnosis.	3
SOWK6__	Advanced Practice Interventions and Comparative Theories	Course will cover advanced interventions and comparative theories in social work with emphasis on utilizing evidence-based practices in counseling with individuals, families, and groups at the clinical level.	3
SOWK6__	Research Seminar	Students will have opportunities for mentoring in a small group setting in order to complete research work started in SOWK5 Applied Research for Social Work.	1
SOWK5__	Field Practicum	Placement within a social service agency under direct supervision of a licensed masters-level social worker for a minimum of 450 hours. Meets CSWE accreditation requirements to provide generalist practice opportunities for students to demonstrate social work competencies with individuals, families, groups, organizations, and communities.	6

SOWK6__	Field Practicum	Placement within a social service agency under direct supervision of a licensed masters-level social worker for a minimum of 450 hours. Placement provides specialized practice opportunities for students to demonstrate social work competencies within an area of specialized practice	6
SOWK5__	Field Seminar	Seminar permits discussion and reflection upon field experience gained in SOWK5--- and serves an integrative function for linking theory to applied practice.	1
SOWK6__	Field Seminar	Seminar permits discussion and reflection upon field experience gained in SOWK6--- and serves an integrative function for linking theory to applied practice.	1
New Courses Required for Specialty Clinical Track Area			
SOWK6__	Clinical Trauma Work in Child Welfare	Course will cover neurobiological understanding of trauma and application of clinical precepts in child welfare work.	3
SOWK6__	Play Therapy	Course will cover foundational concepts of play therapy work with children and across the ages.	3
SOWK6__	Couples and Family Therapy	Course will cover theories and interventions in clinical work with couples and families.	3
New Courses Required for Specialty Gender and Sexuality Area			
SOWK6__	Advanced Practice with Gender/Sexuality Emphasis	Course will cover issues specifically related to practice with diverse gender and sexuality issues	3

Additional courses for MSW Degree which are already offered within the Department:

Course Number	Title	Description	Credits
SOC5508	Statistical Analysis	Emphasizes advanced techniques in research design, data measurement, and multivariate analysis utilizing computer application	3
Existing Courses which will meet Specialty Area Requirements for Gender and Sexuality and Forensic Social Work			

March 16, 2012

Page 24

SOC 5513	Mind, Body, and Society	Symbolic interaction and its relation to selfhood, sympathy, illness, sexuality, and addiction; and to groupings like enemies, communities, and associations	3
SOC 5531	Criminology	Analysis of criminal law, law enforcement, judicial roles and processes, correctional approaches, the criminal offender and societal reactions. Theory and research as applicable to behavior and institutional relationships	3
SOC 5536	Elite Deviance and Crime	Explores the types of criminal behaviors engaged in by the American socioeconomic and corporate elite. The course first explores and identifies who this elite is and then examines their ideological and economic history in American society. Specific examples of elite and corporate crime are presented and discussed in class. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus	3
SOC 5538	Sexual Crimes	Complex relationships of human sexuality to law and crime. A range of sexual attitudes, practices and lifestyles will be discussed in the context of cultural norms, legal parameters and personal expression. Students will be introduced to cultural variations in defining and addressing sexuality and crime. Current theoretical explanations of sexual offending and U.S. social policies and clinical interventions for sexual offenders. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus	3
SOC 5592	Topics in Criminal Justice	Readings, discussion, and preparation of reports on selected topics. May be repeated with different content. Specific, evaluated graduate-level activities and/or performances are identified in the course syllabus	3
SOC 6607	Topics in Diversity	A seminar in selected topics of social differentiation such as stratification, minorities, etc. May be repeated for up to 6 credits	3

Appendix B

MSW Survey Instrument

- 1. What is your current educational attainment status?**
 - a. Current ISU student
 - b. ISU alumni with a BSW
 - c. Highest level of education is a BSW from another institution
 - d. Currently have an MSW
 - e. Other

- 2. How likely are you to seek admission to a Graduate School of Social Work?**
 - a. Extremely likely
 - b. Somewhat likely
 - c. Not sure
 - d. Somewhat unlikely
 - e. Extremely unlikely
 - f. Not applicable: I already have an MSW

- 3. If Idaho State University had an MSW program, how likely would you be to apply for admission?**
 - a. Extremely likely
 - b. Somewhat likely
 - c. Not sure
 - d. Somewhat unlikely
 - e. Extremely unlikely
 - f. Not applicable: I already have an MSW

- 4. Rank the following factors in order of importance to you in making a decision of where to earn an MSW (1 is most important, etc.).**
 - a. Availability of student funding/cost of program
 - b. Quality of the faculty
 - c. Geographic location
 - d. Research interests of the faculty
 - e. Potential for desired field practicum placement
 - f. Size of community
 - g. Type of program

- 5. Rank the order of type of MSW program that most interests you.**
 - a. Combined BSW and MSW program (5 total academic years)
 - b. Advanced standing MSW (1 year including summer for those who already have a BSW)
 - c. Full time MSW program (2 academic years)
 - d. Other

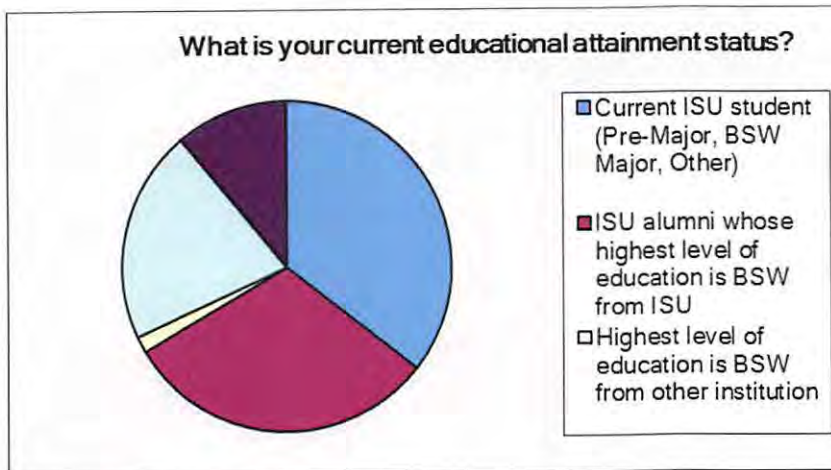
6. **If you earned an MSW at ISU, where would you likely seek employment after earning your degree?**
 - a. In the state of Idaho
 - b. In a Northwestern state other than Idaho
 - c. Another region of the country
 - d. International setting
 - e. Other

7. **If you already have an MSW, how likely would you have been to apply for admission to an MSW program at ISU if one had been available?**
 - a. Extremely likely
 - b. Somewhat likely
 - c. Not sure
 - d. Somewhat unlikely
 - e. Extremely unlikely

8. **If you are currently employed in the social work field, how much do you agree that there is a need for MSW's in your agency?**
 - a. Strongly agree
 - b. Agree
 - c. Not sure
 - d. Disagree
 - e. Strongly disagree

Appendix C
Survey Results

What is your current educational attainment status?		
Answer Options	Response Percent	Response Count
Current ISU student (Pre-Major, BSW Major, Other)	35.6%	68
ISU alumni whose highest level of education is BSW from ISU	30.9%	59
Highest level of education is BSW from other institution	1.6%	3
Currently have an MSW	20.9%	40
Other (please specify)	11.0%	21
<i>answered question</i>		191
<i>skipped question</i>		0



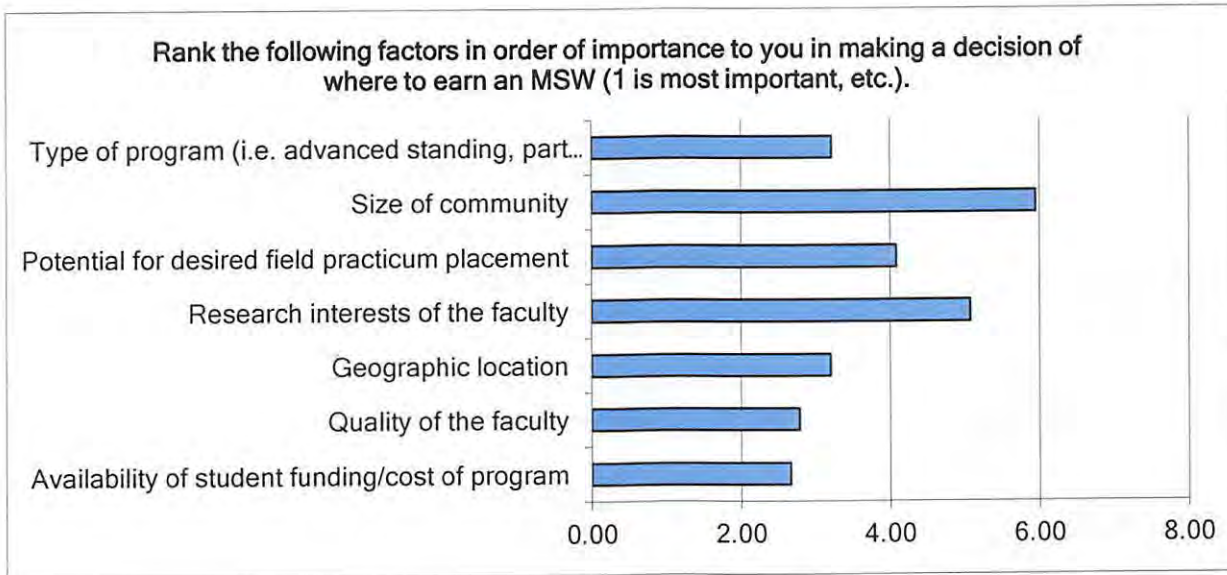
How likely are you to seek admission to a Graduate School of Social Work?		
Answer Options	Response Percent	Response Count
Extremely likely	41.6%	79
Somewhat likely	20.5%	39
Not sure	6.3%	12
Somewhat likely	2.1%	4
Extremely unlikely	4.7%	9
Not applicable: I already have a Graduate Degree in Social Work (e.g. MSW)	24.7%	47
<i>answered question</i>		190
<i>skipped question</i>		1

If Idaho State University had an MSW program, how likely would you be to apply for admission?

Answer Options	Response Percent	Response Count
Extremely likely	50.5%	96
Somewhat likely	13.7%	26
Not sure	4.7%	9
Somewhat unlikely	1.1%	2
Extremely unlikely	5.3%	10
Not Applicable: I already have a Graduate Degree in Social Work (e.g. MSW)	24.7%	47
<i>answered question</i>		190
<i>skipped question</i>		1

Rank the following factors in order of importance to you in making a decision of where to earn an MSW (1 is most important, etc.).									
Answer Options	1	2	3	4	5	6	7	Rating Average	Response Count
Availability of student funding/cost of program	49	33	29	25	10	7	3	2.66	156
Quality of the faculty	22	53	42	27	9	2	3	2.78	158
Geographic location	50	20	19	24	16	24	6	3.20	159
Research interests of the faculty	6	5	20	22	30	47	33	5.07	163
Potential for desired field practicum placement	9	23	29	25	50	22	7	4.08	165
Size of community	3	6	6	10	23	40	91	5.95	179
Type of program (i.e. advanced standing, part time, etc.)	40	36	30	31	20	13	11	3.21	181
<i>answered question</i>									183
<i>skipped question</i>									8

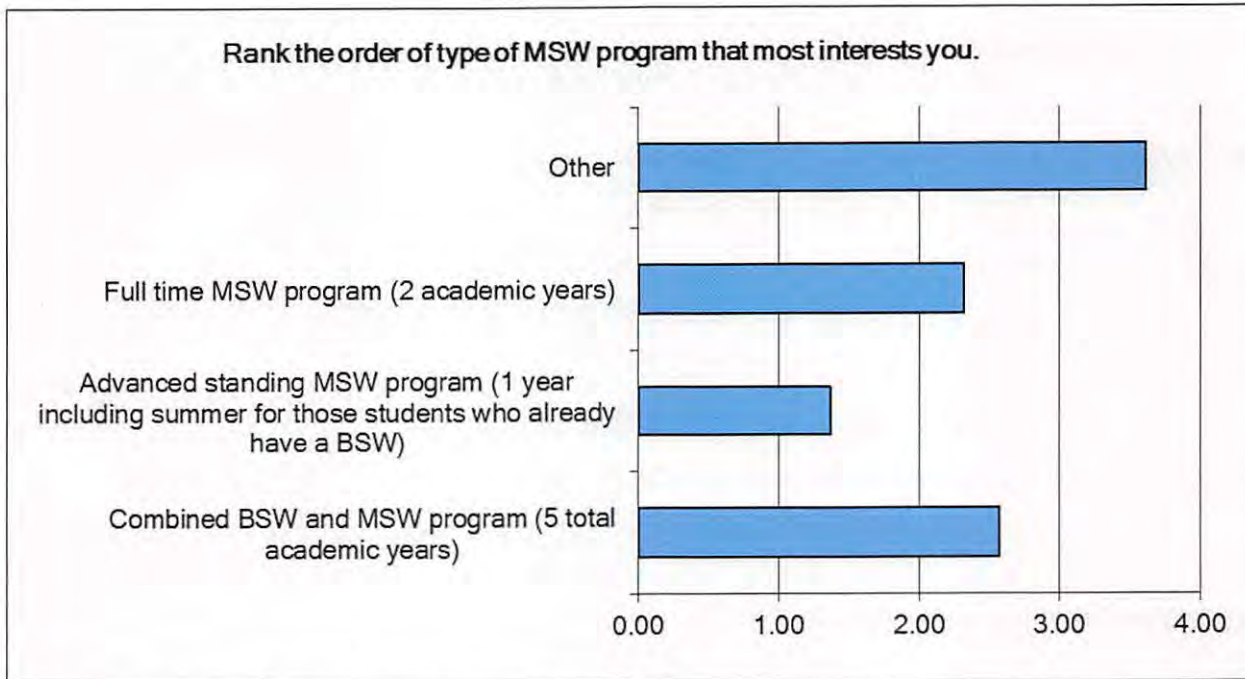
(Low average ranking indicates greater importance.)



(Low average ranking indicates greater importance.)

Rank the order of type of MSW program that most interests you.						
Answer Options	1	2	3	4	Rating Average	Response Count
Combined BSW and MSW program (5 total academic years)	22	43	69	21	2.57	155
Advanced standing MSW program (1 year including summer for those students who already have a BSW)	126	31	7	6	1.37	170
Full time MSW program (2 academic years)	22	82	63	7	2.32	174
Other	6	7	13	90	3.61	116
answered question						180
skipped question						11

(Low average ranking indicates greater importance.)



(Low average ranking indicates greater importance.)

If you earned an MSW at ISU, where would you likely seek employment after earning your degree?		
Answer Options	Response Percent	Response Count
In the state of Idaho	83.6%	153
In a Northwestern state other than Idaho	8.2%	15
Another region of the country	5.5%	10
International setting	0.0%	0
Other (please specify)	2.7%	5
answered question		183
skipped question		8

If you already have an MSW, how likely would you have been to apply for admission to an MSW program at ISU if one had been available?		
Answer Options	Response Percent	Response Count
Extremely likely	62.0%	80
Somewhat likely	16.3%	21
Not sure	19.4%	25
Somewhat unlikely	0.8%	1
Extremely unlikely	1.6%	2
answered question		129
skipped question		62

If you are currently employed in the social work field, how much do you agree that there is a need for MSW's in your agency?

Answer Options	Response Percent	Response Count
Strongly agree	58.3%	91
Agree	24.4%	38
Not sure	13.5%	21
Disagree	3.8%	6
Strongly disagree	0.0%	0
<i>answered question</i>		156
<i>skipped question</i>		35

Appendix C

SUMMARY OF SURVEY RESULTS

According to our interest survey, 67% of BSW's in the area are extremely likely to enroll in an MSW program at ISU if one were created. There are a total of 488 licensed BSW's in Southeast Idaho according to the Idaho Bureau of Occupational licenses. A generous estimate of half of the percentage who said they were extremely likely to attend ISU, results in an enrollment projection of 163 students from the community (33.5% of 488); a conservative estimate of 10% results in an enrollment projection of 48 students from the community.*

We have approximately 70 students enrolled in our BSW program now. According to Social Work faculty, about 75% of those students would go on to earn an MSW. Using that percentage as a generous estimate, 52 students could be expected to enroll in our program. A more conservative estimate of 50% would result in a projection estimate of 35 students.

In total, a generous estimate results in a projection of 215 students and a conservative estimate results in a projection of 83 students that we could expect to enroll in our MSW program.

Other relevant information learned from the survey is that funding/cost of program, quality of faculty, geographic location and type of program were rated as the most important factors in choosing an MSW program (in that order). The type of program most desired was Advanced Standing, Full-time MSW program, and combined BSW and MSW program (in that order). Importantly, 84% of survey participants plan to seek employment in Idaho.

* A more conservative estimate was used for potential students in the community because not all of those who hold a BSW in the community participated in our survey.

Appendix D

Timetable for Candidacy -2008 EPAS
June _____ Agenda
Council on Social Work Education
Commission on Accreditation

Commissioner Visit I		
ACTIVITY or DOCUMENT:	DATE:	COPIES SENT TO:
Submit Letter of Institutional Intent, Candidacy Eligibility Application Form, and Candidacy Eligibility Fee (if not submitted, program will be invoiced)	No later than March 31, _____	The program sends one (1) copy to the Director of OSWA.
Letter of Institutional Intent and Eligibility Application Form approved by Accreditation Specialist	No later than April 30, _____	-----
Draft Benchmark I submitted by program	No later than April 30, _____	The program sends one (1) copy to its Accreditation Specialist/Associate.
Approval of Draft Benchmark I by Accreditation Specialist	No later than July 1, _____	-----
Program invoiced for Commissioner Visit I	July 1, _____	-----
Commissioner Visit I fee due	September 1, _____	-----
Site Visit Coordinator and OSWA Director select Commissioner for Commissioner Visit I	September 15, _____	-----
Program submits Benchmark I	One month before Commissioner Visit I	The program sends three (3) paper copies to their Accreditation Specialist/Associate and one (1) to the commission visitor.
Program submits the Benchmark I Review Brief Form	One month before Commissioner Visit I	The program sends one (1) electronic copy to the commission visitor and one (1) electronic copy to their Accreditation Specialist/Associate.
Commissioner Visit I Occurs	December 1, _____ – February 28, _____	-----
Commission Visitor submits the Benchmark I Review Brief Form	Within 2 weeks of the last day of the Commissioner Visit	The commissioner sends one (1) electronic copy to the program's Accreditation Specialist/Associate.
Program Response to the Benchmark I Review Brief Form Due	Within 2 weeks of receiving the Benchmark I Review Brief Form (FILE COMPLETE)	The program sends one (1) electronic copy and three (3) paper copies to their Accreditation Specialist/Associate.
Commission Review for Candidacy	June _____ Commission Meeting	-----

March 16, 2012

Page 33

Commissioner Visit II		
ACTIVITY or DOCUMENT:	DATE:	COPIES SENT TO:
Program invoiced for Commissioner Visit II	July 1, _____	-----
Commissioner Visit II fee due	September 1, _____	-----
Site Visit Coordinator and OSWA Director select Commissioner for Commissioner Visit II	September 15, _____	-----
Program submits Benchmark II	One month before the Commissioner Visit	The program sends three (3) paper copies to their Accreditation Specialist/Associate and one (1) to the commission visitor.
Program submits the Benchmark II Review Brief Form	One month before the Commissioner Visit	The program sends one (1) electronic copy to the commission visitor and one (1) electronic copy to their Accreditation Specialist/Associate.
Commissioner Visit II Occurs	December 1, _____ - February 28, _____	-----
Commission Visitor submits the Benchmark II Review Brief Form	Within 2 weeks of the last day of the Commissioner Visit	The commissioner sends one (1) electronic copy to their Accreditation Specialist/Associate.
Program Response to the Benchmark II Review Brief Form Due	Within 2 weeks of receiving the Benchmark II Review Brief Form (FILE COMPLETE)	The program sends one (1) electronic copy and three (3) paper copies to their Accreditation Specialist/Associate.
Commission Review for 2 nd Year of Candidacy Status	June _____ Commission Meeting	-----

Commissioner Visit III		
ACTIVITY or DOCUMENT:	DATE:	COPIES SENT TO:
Program invoiced for Commissioner Visit III	July 1, _____	-----
Commissioner Visit III fee due	September 1, _____	-----
Site Visit Coordinator and OSWA Director select Commissioner for Commissioner Visit III	September 15, _____	-----
Program submits Benchmark III	One month before the Commissioner Visit	The program sends three (3) paper copies to their Accreditation Specialist/Associate and one (1) to the commission visitor.
Program submits the Benchmark III Review Brief Form	One month before the Commissioner Visit	The program sends one (1) electronic copy to the commission visitor and one (1) electronic copy to their Accreditation Specialist/Associate.
Commissioner Visit III Occurs	December 1, _____ - February 28, _____	-----
Commission Visitor submits the Benchmark III Review Brief Form	Within 2 weeks of the Commissioner Visit	The commissioner sends one (1) electronic copy to the program's Accreditation Specialist/Associate.
Program Response to the Benchmark III Review Brief Form Due	Within 2 weeks of receiving the Benchmark III Review Brief Form (FILE COMPLETE)	The program sends one (1) electronic copy and three (3) paper copies to their Accreditation Specialist/Associate.
Commission Review for 3 rd Year of Candidacy Status	June _____ Commission Meeting	-----

Commissioner Visit IV		
ACTIVITY or DOCUMENT:	DATE:	COPIES SENT TO:
Eligibility for Initial Accreditation Form Due	July 1, _____	The program sends one (1) copy to their Accreditation Specialist.
Program invoiced for Initial Accreditation Eligibility fee	July 1, _____	-----
Initial Accreditation Eligibility fee due	July 15, _____	-----
Site Visit Coordinator and OSWA Director select Commissioner for Commissioner Visit IV	September 15, _____	-----
Program invoiced for Initial Accreditation fee	November 1, _____	-----
Initial Accreditation fee due	November 15, _____	-----
Program submits Benchmark IV and Self Study	One month before the Commissioner Visit	The program sends three (3) paper copies to their Accreditation Specialist/Associate and one (1) to the commission visitor.
Program submits the Benchmark IV Review Brief Form and Accreditation Review Brief Form	One month before the Commissioner Visit	The program sends one (1) electronic copy to the commission visitor and one (1) electronic copy to their Accreditation Specialist/Associate.
Commissioner Visit IV Occurs	December 1, _____ – February 28, _____	-----
Commission visitor submits the Benchmark IV Review Brief and Accreditation Review Brief	Within 2 weeks of the last day of the Commission Visit	The commission visitor sends one (1) electronic copy and one (1) paper copy to their Accreditation Specialist/Associate.
Program Response to the Benchmark IV Review Brief and Accreditation Review Brief Form Due	Within 2 weeks of receiving the Accreditation Review Brief Form (FILE COMPLETE)	The program sends one (1) electronic copy and three (3) paper copies to their Accreditation Specialist/Associate.
Commission review for Initial Accreditation	June _____ Commission Meeting	-----

Council on Social Work Education (CSWE). 2015. Candidacy – 2008 EPAS. Timetable for Candidacy.
<http://www.cswe.org/default.aspx?id=57618>; retrieved May 2015

Candidacy Fees and Related Expenses

2008 EPAS

Council on Social Work Education
Commission on Accreditation

There are ten costs associated with the candidacy process. Each is explained below. The Candidacy and Initial Accreditation fees are subject to change by the Board of Directors each Fiscal Year. The fees below are effective from July 1, 2014 to June 30, 2015. Refer to the Timetable for Candidacy to determine program invoice and due dates.

9.) Letter of Intent and Candidacy Eligibility Fee \$7,298

The letter of intent and candidacy eligibility fee covers staff time to work with the program in developing, reviewing, and approving the materials submitted to determine institutional eligibility.

10.) Commissioner Visit I Fee \$4,134

The Commissioner Visit I fee covers the work of the staff in processing and reviewing program documents and that of the Commission on Accreditation in reaching a decision about the program's compliance with the Benchmark I.

11.) Commissioner Visit II Fee \$4,134

The Commissioner Visit II fee covers the work of the staff in processing and reviewing program documents and that of the Commission on Accreditation in reaching a decision about the program's compliance with the Benchmark II.

12.) Additional Commissioner Visit Fee \$2,756

Typically programs do not require more than four Commissioner Visits to complete their development and write their self study. If the program needs further development, however, an additional Commissioner Visit will take place. The additional Commissioner Visit fee covers the work of the staff in processing and reviewing program documents and that of the Commission on Accreditation in reaching a decision about the program's compliance with the Educational Policy and Accreditation Standards (EPAS).

13.) Initial Accreditation Eligibility Fee \$1,820

The initial accreditation eligibility fee covers staff time to review and approve the materials submitted to determine institutional eligibility for the initial accreditation of its social work program.

14.) Initial Accreditation Fee \$3,974

The initial accreditation fee covers staff and commissioner expenses related to processing and assessing the documents associated with determining the program's compliance with the Educational Policy and Accreditation Standards (EPAS).

15.) Benchmark Costs

Benchmark costs will vary by program. Examples of expenses include faculty assigned time, meeting expenses, printing, mailing and other administrative costs.

16.) Commissioner Visit Expenses

Programs pay all expenses of the commission visits. The Commission on Accreditation expects programs to make every effort to minimize commissioner out-of-pocket expenses by providing prepaid airline tickets. Coach fair is expected. In addition, programs should be billed directly by the hotel for the commissioner expenses. Remaining expenses, such as ground transportation and meals not taken at the hotel, should be reimbursed as soon as possible by the program.

17.) Annual Program Membership Dues

All accredited social work programs and those in candidacy for accreditation are required to pay annual membership dues to CSWE. Programs are invoiced each April for the following fiscal year, which begins July 1.

March 16, 2012

Page 37

Invoices are due on July 1. Programs in candidacy are charged the minimum amount. Once the program receives initial accreditation, dues are assessed according to the number of graduates reported by the program in the annual CSWE statistics survey conducted each Fall. For more information on program membership dues send an email to membership@cswe.org or go to <http://www.cswe.org/Membership/27021.aspx>.

Council on Social Work Education (CSWE). 2015. Candidacy – 2008 EPAS. Candidacy Fees and Related Expenses. <http://www.cswe.org/File.aspx?id=14478>; retrieved May 2015

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 2

Program Resource Requirements. Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first three 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 the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY		FY		FY		Cumulative Total	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	25	25	50	50	75	75	150	150
B. Shifting enrollments	0	0	0	0	0	0	0	0

II. REVENUE

	FY		FY		FY		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Appropriated (Reallocation)	\$9,619.00		\$9,713.00		\$9,867.00		\$29,199.00	\$0.00
2. Appropriated (New)	\$77,100.00		\$71,050.00		\$72,260.00		\$220,410.00	\$0.00
3. Federal							\$0.00	\$0.00
4. Tuition	\$96,675.00		\$193,350.00		\$290,025.00		\$580,050.00	\$0.00
5. Student Fees	\$10,000.00		\$20,000.00		\$30,000.00		\$60,000.00	\$0.00
6. Other (Specify)							\$0.00	\$0.00
Total Revenue	\$193,394.00	\$0.00	\$294,113.00	\$0.00	\$402,152.00	\$0.00	\$889,659.00	\$0.00

*Ongoing is defined as ongoing operating budget for the program which will become part of the base.
One-time is defined as one-time funding in a fiscal year and not part of the base.*

III. EXPENDITURES

	FY		FY		FY		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	1.3		1.3		1.3		3.75	0.00
2. Faculty	\$55,000.00		\$51,000.00		\$52,000.00		\$158,000.00	\$0.00

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 2

3. Administrators							\$0.00	\$0.00
4. Adjunct Faculty							\$0.00	\$0.00
5. Instructional Assistants							\$0.00	\$0.00
6. Research Personnel							\$0.00	\$0.00
7. Support Personnel	6,250		6,375		6,502		\$19,127.00	\$0.00
8. Fringe Benefits	12,919		11,838		12,075		\$36,832.00	\$0.00
9. Other: Health Insurance	10,550		10,550		10,550		\$31,650.00	\$0.00
Total FTE Personnel and Costs	\$84,719.00	\$0.00	\$79,763.00	\$0.00	\$81,127.00	\$0.00	\$245,609.00	\$0.00

	FY		FY		FY		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	\$3,000.00		\$3,000.00		\$3,000.00		\$9,000.00	\$0.00
2. Professional Services		\$10,733.00		\$9,684.00		\$11,709.00		#REF!
3. Other Services							\$0.00	\$0.00
4. Communications							\$0.00	\$0.00
5. Utilities	n/a						\$0.00	\$0.00
6. Materials and Supplies	\$2,000.00		\$2,000.00		\$2,000.00		\$6,000.00	\$0.00
7. Rentals							\$0.00	\$0.00

CONSENT- SDE

**CONSENT
AUGUST 24, 2022**

ATTACHMENT 2

8. Repairs & Maintenance							\$0.00	\$0.00
9. Materials & Goods for Manufacture & Resale							\$0.00	\$0.00
10. Miscellaneous							\$0.00	\$0.00
Total Operating Expenditures	\$5,000.00	\$10,733.00	\$5,000.00	\$9,684.00	\$5,000.00	\$11,709.00	\$15,000.00	\$32,126.00

	FY		FY		FY		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources		\$1,658.00		\$1,658.00		\$1,658.00	\$0.00	\$4,974.00
2. Equipment		\$1,200.00		\$1,200.00		\$1,200.00	\$0.00	\$3,600.00
Total Capital Outlay	\$0.00	\$2,858.00	\$0.00	\$2,858.00	\$0.00	\$2,858.00	\$0.00	\$3,600.00
D. Capital Facilities Construction or Major Renovation	N/A							
E. Indirect Costs (Overhead)								
TOTAL EXPENDITURES:	\$89,719.00	\$13,591.00	\$84,763.00	\$12,542.00	\$86,127.00	\$14,567.00	\$260,609.00	\$35,726.00
Net Income (Deficit)	\$103,675.00	-\$13,591.00	\$209,350.00	-\$12,542.00	\$316,025.00	-\$14,567.00	\$629,050.00	-\$35,726.00

DEPARTMENT OF SOCIAL WORK
ACCREDITATION (DOSWA)

COMMISSION ON
ACCREDITATION (COA)

CHAIR

Deana F. Morrow, PhD, LICSW, ACSW
West Virginia University

VICE CHAIR

Francis X. R. Origanti, PhD
Avila University

COMMISSIONERS

Christina Bruhn, MSW, PhD
Aurora University

Leslie Cook, BSW, MSW, LCSW
Campbellsville University

Michael R. Daley, PhD, MSW
Texas A&M University - Central Texas

Kim S. Downing, PhD, LCSW, ACSW
Elizabeth City State University

Humberto E. Fabelo, PhD, LCSW
Virginia Commonwealth University

Catherine Gayle, PhD, LCSW
Savannah State University

Thomas K. Gregoire PhD, MSW
Ohio State University

Maria A. Gurrola, MSW, PhD
California State University, Monterey Bay

Michele D. Hanna, PhD, MSW
University of Denver

Daria V. Hanssen, PhD, LCSW
Marist College

William A. Heiss, MSSW
University of Wisconsin - Madison

Lihua Huang, MSW, PhD
Grand Valley State University

Ji Seon Lee, PhD, MSSW, MPA
Fordham University

Isiah Marshall, Jr., PhD, MSW
Jackson State University

Cheryl A. McAuliffe PhD, LMSW
Adelphi University

Lisa B. Moon, PhD, LCSW
Walden University

Megan H. Morrissey, MSW, PhD
University of Minnesota - Twin Cities

Larry P. Ortiz, MSW, PhD
Loma Linda University

Helen E. Petracchi, PhD, MSSW, ACSW
University of Pittsburgh

Lynette M. Reitz, PhD, ACSW, LSW
Montclair State University

Dennis J. Ritchie, PhD, MSW
George Mason University

Clifford J. Rosenbohm, PhD, LCSW
King University

Thomas C. Walsh, BA, MSW, PhD
Boston College

Ruth Weinzette, PhD, LCSW-BACS
Northwestern State Univ. of Louisiana

James H. Williams, PhD, MSW, MPA
Arizona State University

Shelly A. Wiechelt, BA, MSW, PhD
University of Maryland, Baltimore County

EXECUTIVE DIRECTOR, DOSWA
Megan Fujita, PhD, MSW

PRESIDENT & CEO, CSWE
Darla Spence Coffey, PhD, MSW

CHAIR, BOARD OF DIRECTORS
Saundra H. Starks, MSSW, EdD, LCSW
Western Kentucky University

July 13, 2021

Kevin Satterlee, JD
President
Idaho State University (ID)
president@isu.edu

RE: Grant *Initial Accreditation with a Progress Report*
Idaho State University (ID)
Master's Social Work Program (MSW)
2015 Educational Policy and Accreditation Standards (EPAS)

Dear President Satterlee:

At its June 2021 meeting, the Commission on Accreditation (COA) reviewed the social work program's application for *Initial Accreditation*. The COA decided to grant *Initial Accreditation* to the master's social work program through June 2025 with a *Progress Report* to be reviewed by the program's accreditation specialist.

In taking this action, the Commission requests clarifying information on the following standard(s):

Accreditation Standard M2.0.3: *The program provides a matrix that illustrates how its generalist practice content implements the nine required social work competencies and any additional competencies added by the program.*

The program provided its generalist curriculum matrix. However, the program did not clearly illustrate how its curriculum content implements the nine required social work competencies.

The program is asked to provide its revised generalist curriculum matrix that illustrates clear linkages between the competencies and the curriculum content. The program is also asked to provide its syllabi that reflect the content used to implement the nine required social work competencies.

Accreditation Standard M2.1.4: *For each area of specialized practice, the program provides a matrix that illustrates how its curriculum content implements the nine required social work competencies and any additional competencies added by the program.*

The program provided its specialized curriculum matrix. However, the program did not clearly illustrate how its curriculum content implements the nine required social work competencies.

The program is asked to provide its revised specialized curriculum matrix that illustrates clear linkages between the competencies and the curriculum content. The program is also asked to provide its syllabi that reflect the content used to implement the nine required social work competencies.

Accreditation Standard 3.1.9: *The program submits its policies and procedures specifying students' rights and opportunities to participate in formulating and modifying policies affecting academic and student affairs.*

The program described opportunities provided to students to organize in their own interests. However, the program did not provide specific policies and procedures specifying students' rights and opportunities to participate in formulating and modifying policies affecting academic and student affairs.

The program is asked to provide its policies and procedures specifying students' rights and opportunities to participate in formulating and modifying policies affecting academic and student affairs for students in all program options.

COA reaffirmation decision types are described in section 4.6.1 *COA Decisions for Initial Accreditation* in the [EPAS Handbook](#).

The program is asked to submit one (1) electronic copy of the response, no later than April 1, 2022, for review during its June 2022 meeting. The response must align with the formatting and submission requirements detailed in section 1.2.11. *Document Submission Policy* in the [EPAS Handbook](#).

Please be in touch with Marilyn Gentner, LMSW, LICSW, Accreditation Specialist in the Department of Social Work Accreditation, if there are any questions about this letter or the procedures and actions of the Commission on Accreditation.

Sincerely,



Deana F. Morrow, PhD, LICSW, ACSW
Chair, Commission on Accreditation

DFM/MMG

Cc: Fredi Giesler, BSW, MSW, PhD
MSW Program Director
Idaho State University
ednagiesler@isu.edu

**CONSENT
AUGUST 24, 2022**

STATE DEPARTMENT OF EDUCATION

SUBJECT

2022 Curricular Materials Adoption

REFERENCE

June 2016	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for mathematics.
August 2017	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 arts and humanities, 9-12 computer applications, K-12 health and wellness, K-12 physical education, K-12 social studies, and 6-12 mathematics open educational resources.
October 2018	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 English language arts & literacy, K-6 handwriting, K-12 English learner, K-12 computer applications, K-12 computer science, and 9-12 mathematics open educational resources.
August 2019	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 science, K-12 computer applications, and K-12 computer science.
August 2020	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 science, K-12 computer applications, K-12 computer science, and career technical education.
August 2021	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 computer science, K-12 English language learner, and driver's education.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.B.9. Section 33-118, Idaho Code – Courses of study – Curricular materials
Section 33-118A, Idaho Code – Curricular materials – Adoption procedures
IDAPA 08.02.03.128 – Rules Governing Thoroughness, Curricular Materials Selection and Online Course Approval

BACKGROUND/DISCUSSION

The curricular materials review and adoption process is established in Sections

CONSENT
AUGUST 24, 2022

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

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

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

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

The Committee consists of not less than ten (10) total members from the following stakeholder groups:

- certified Idaho classroom teachers
- Idaho public school administrators
- Idaho higher education officials
- parents
- trustees
- local board of education members
- members of the Division of Career Technical Education
- State Department of Education personnel

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

CONSENT
AUGUST 24, 2022

If the Board accepts the recommendation of the Committee and adopts the materials, the Department executes contracts with the publishing companies, and the listing of

newly adopted materials is published in the Department's Curricular Materials Adoption Guide. In accordance with IDAPA 08.02.03.128, a state curriculum depository is maintained at Caxton Printers, Ltd., in Caldwell, Idaho. Curriculum libraries are also maintained at seven (7) regional centers.

The 2022 curricular materials review included K-12 mathematics and K-12 English language learner. Eighty-six (86) content area specialists assisted twelve (12) Committee members in the evaluation of curricular materials and related instructional materials. Recommended curricular materials and related instructional materials are catalogued in Attachment 1.

IMPACT

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

ATTACHMENTS

Attachment 1 – Recommended curricular materials and related instructional materials

Attachment 2 – Curricular Materials Selection Committee

Roster Attachment 3 – Regional Center locations

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 118A, Idaho Code, school districts and charter schools may also establish their own local curricular materials committees, these local committees may evaluate and select curriculum that is not on the Board approved list as long as the curriculum is aligned to the applicable subject area content standards.

The state curricular materials lists provides an additional resource to school districts and charter schools for selecting curricular materials. Curricular materials are approved on a rotating calendar for a period of six (6) years or following changes to the subject area content standards. With the legislature's 2022 changes to the content standards for mathematics, the new curricular materials reviewed for mathematics should be based on the new mathematics content standards. Curricular materials should also have been reviewed for English language arts and science.

CONSENT
AUGUST 24, 2022

BOARD ACTION

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

Moved by _____ Seconded by _____ Carried Yes _____ No _____

2022 Curricular Materials Review

Content Area	Publisher	Title	Grade Level	Recommendation
Math	Amplify	Amplify Math	6	Comprehensive
Math	Amplify	Amplify Math	7	Comprehensive
Math	Amplify	Amplify Math	8	Comprehensive
Math	Amplify	Amplify Math, Algebra I	9-12	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	K	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	1	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	2	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	3	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	4	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	5	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	6	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	7	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	8	Comprehensive
Math	Big Ideas	Algebra I	9--12	Comprehensive
Math	Big Ideas	Geometry	9--12	Comprehensive
Math	Big Ideas	Algebra II	9--12	Comprehensive
Math	Carnegie Learning	Middle School Math Solutions Course 1	6	Comprehensive
Math	Carnegie Learning	Middle School Math Solutions Course 2	7	Comprehensive
Math	Carnegie Learning	Middle School Math Solutions Course 3	8	Comprehensive
Math	Carnegie Learning	High School Math Solution Integrated Math I	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Integrated Math II	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Integrated Math III	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Algebra I	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Algebra II	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Geometry	9-12	Comprehensive

English Learner	Carnegie Learning	Fast Forward	K-8	Component
Math	Cengage	College Prep Algebra	9-12	Comprehensive
Math	Cengage	College Algebra	9-12	Comprehensive
Math	Cengage	Financial Algebra Tax Update	9-12	Comprehensive
Math	Cengage	Understanding Statistics	9-12	Comprehensive
Math	Cengage	Precalculus with Limits	9-12	Comprehensive
Math	Cengage	Precalculus with Limits: A Graphing Approach	9-12	Comprehensive
Math	Cengage	Trigonometry	9-12	Comprehensive
Math	CPM	Core Connections I	6	Comprehensive
Math	CPM	Core Connections II	7	Comprehensive
Math	CPM	Core Connections III	8	Comprehensive
Math	CPM	Core Connections Integrated I	9-12	Comprehensive
Math	CPM	Core Connections Integrated II	9-12	Comprehensive
Math	CPM	Core Connections Integrated III	9-12	Comprehensive
Math	CPM	Core Connections Algebra I	9-12	Comprehensive
Math	CPM	Core Connections Algebra II	9-12	Comprehensive
Math	CPM	Core Connections Geometry	9-12	Comprehensive
Math	CPM	Precalculus	9-12	Component
Math	CPM	Calculus	9-12	Component
Math	CPM	Statistics	9-12	Component
Math	Curriculum Associates	i-Ready Classroom Mathematics	K	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	1	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	2	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	3	Comprehensive

Math	Curriculum Associates	i-Ready Classroom Mathematics	4	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	5	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	6	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	7	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	8	Comprehensive
Math	Explore Learning	Reflex	2-5	Component
Math	Explore Learning	Reflex	6-8	Component
Math	Explore Learning	Gizmos	3-5	Component
Math	Explore Learning	Gizmos	6-8	Component
Math	Explore Learning	Gizmos	9-12	Component
Math	Explore Learning	Frax Foundations	3-5	Component
Math	Houghton Mifflin Harcourt	Math 180	5-12	Intervention
Math	Houghton Mifflin Harcourt	Into Math	K	Not Recommended
Math	Houghton Mifflin Harcourt	Into Math	1	Not Recommended
Math	Houghton Mifflin Harcourt	Into Math	2	Not Recommended
Math	Houghton Mifflin Harcourt	Into Math	3	Comprehensive
Math	Houghton Mifflin Harcourt	Into Math	4	Comprehensive
Math	Houghton Mifflin Harcourt	Into Math	5	Comprehensive
Math	Houghton Mifflin Harcourt	Into Math	6	Comprehensive

Math	Houghton Mifflin Harcourt	Into Math	7	Comprehensive
Math	Houghton Mifflin Harcourt	Into Math	8	Comprehensive
Math	Houghton Mifflin Harcourt	Into Algebra I	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Into Algebra II	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Into Geometry	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Functions Modeling Change	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Precalculus	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Algebra and Trigonometry	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	College Algebra	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Trigonometry	9-12	Comprehensive
English Learner	Houghton Mifflin Harcourt	English 3D	4-5	Comprehensive
English Learner	Houghton Mifflin Harcourt	English 3D	6-8	Comprehensive
English Learner	Houghton Mifflin Harcourt	English 3D	9-12	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	K	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	1	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	2	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	3	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	4	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	5	Comprehensive

Math	Imagine Learning	Imagine Learning Illustrative Mathematics	6	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Accelerated	6	Basic
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	7	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Accelerated	7	Basic
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	8	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Algebra I	9-12	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Algebra II	9-12	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Geometry	9-12	Comprehensive
Math	MacMillan/Bedford, Freeman, & Worth	Statistics and Probability with Applications	9-12	Comprehensive
Math	McGraw Hill	Reveal Math	K	Comprehensive
Math	McGraw Hill	Reveal Math	1	Comprehensive
Math	McGraw Hill	Reveal Math	2	Comprehensive
Math	McGraw Hill	Reveal Math	3	Component
Math	McGraw Hill	Reveal Math	4	Component
Math	McGraw Hill	Reveal Math	5	Component
Math	McGraw Hill	Reveal Math	6	Comprehensive
Math	McGraw Hill	Reveal Math	7	Comprehensive
Math	McGraw Hill	Reveal Math	8	Comprehensive
Math	McGraw Hill	Reveal Math Algebra I	9-12	Comprehensive
Math	McGraw Hill	Reveal Math Algebra II	9-12	Comprehensive
Math	McGraw Hill	Reveal Math Geometry	9-12	Comprehensive
Math	McGraw Hill	Illustrative Mathematics	6	Basic
Math	McGraw Hill	Illustrative Mathematics	7	Basic
Math	McGraw Hill	Illustrative Mathematics	8	Basic
Math	McGraw Hill	Illustrative Mathematics Algebra I	9-12	Basic
Math	McGraw Hill	Illustrative Mathematics Algebra II	9-12	Basic
Math	McGraw Hill	Illustrative Mathematics Geometry	9-12	Basic
Math	Open Up Resources	Math	6	Comprehensive

Math	Open Up Resources	Math	7	Comprehensive
Math	Open Up Resources	Math	8	Comprehensive
Math	Open Up Resources	Algebra I	9-12	Comprehensive
Math	Open Up Resources	Algebra II	9-12	Comprehensive
Math	Open Up Resources	Geometry	9-12	Comprehensive
Math	Open Up Resources	Integrated I	9-12	Comprehensive
Math	Open Up Resources	Integrated II	9-12	Comprehensive
Math	Open Up Resources	Integrated III	9-12	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	K	Basic
Math	Savvas	Investigations in Number, Data, and Space	1	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	2	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	3	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	4	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	5	Comprehensive
Math	Savvas	enVision Mathematics	K	Comprehensive
Math	Savvas	enVision Mathematics	1	Comprehensive
Math	Savvas	enVision Mathematics	2	Comprehensive
Math	Savvas	enVision Mathematics	3	Comprehensive
Math	Savvas	enVision Mathematics	4	Comprehensive
Math	Savvas	enVision Mathematics	5	Comprehensive
Math	Savvas	enVision Mathematics	6	Comprehensive
Math	Savvas	enVision Mathematics	7	Comprehensive
Math	Savvas	enVision Mathematics Accelerated	7	Comprehensive
Math	Savvas	enVision Mathematics	8	Comprehensive
Math	Savvas	enVision Mathematics Algebra I	9-12	Comprehensive
Math	Savvas	enVision Mathematics Algebra II	9-12	Comprehensive
Math	Savvas	enVision Mathematics Geometry	9-12	Comprehensive
Math	Savvas	enVision Mathematics Integrated I	9-12	Comprehensive

Math	Savvas	enVision Mathematics Integrated II	9-12	Comprehensive
Math	Savvas	enVision Mathematics Integrated III	9-12	Comprehensive
Math	Savvas	Elementary Statistics	9-12	Comprehensive
Math	Savvas	Elementary Statistics: Picturing the World	9-12	Comprehensive
Math	Savvas	Stats in Your World	9-12	Comprehensive
Math	Savvas	Stats: Modeling the World AP Edition	9-12	Comprehensive
Math	Savvas	Trigonometry	9-12	Comprehensive
Math	Savvas	Precalculus	9-12	Comprehensive
Math	Savvas	Precalculus: Enhanced with Graphing Utilities	9-12	Comprehensive
Math	Savvas	Precalculus: Graphical, Numerical, Algebraic	9-12	Comprehensive
Math	Savvas	Calculus: Graphical, Numerical, Algebraic	9-12	Comprehensive
Math	Walch	CCSS IP: Math I	9-12	Comprehensive
Math	Walch	CCSS IP: Math II	9-12	Comprehensive
Math	Walch	CCSS IP: Math III	9-12	Comprehensive
Math	Walch	CCSS IP: Algebra I	9-12	Not Recommended
Math	Walch	CCSS IP: Algebra II	9-12	Not Recommended
Math	Walch	CCSS IP: Geometry	9-12	Not Recommended
Math	Zaner Bloser	Build Fact Fluency: A Toolkit for Addition & Subtraction	K-2	Component
Math	Zaner Bloser	Build Fact Fluency: A Toolkit for Multiplication & Division	3-5	Component

***LEGEND**

COMPREHENSIVE: A recommended program which meets the focus, coherence, depth, and rigor of the Idaho Content Standards with minimal or no need for supplemental material.

BASIC: A recommended program which meets the focus, coherence, depth, and rigor of the Idaho Content Standards with some need for supplemental material.

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

NOT RECOMMENDED: A program that does not meet the focus, coherence, depth, and rigor of the Idaho Content Standards.



Selection Committee

Curricular Materials

COMMITTEE LISTING

Committee Member	Stakeholder Group
Chrystal Allen	Executive Secretary, Idaho State Department of Education
Kristi Enger Term Expires: April 30, 2024	Idaho Career & Technical Education
Dana Johnson Term Expires: April 30, 2024	Idaho Higher Education Official
Taylor Raney Term Expires: April 30, 2024	Idaho Higher Education Official
M. Michelle Southwick Term Expires: February 28, 2026	Idaho Public School Administrators Madison School District #321
Kelli Schroeder Term Expires: February 28, 2026	Idaho Public School Administrators Filer School District #413
Nathan Tracy Term Expires: February 28, 2026	Parent & Idaho Public School Administrators Jerome School District #261
Laree Jansen Term Expires: September 30, 2026	Parent
Ethan Sims Term Expires May 30, 2026	Parent
Stacey Jensen Term Expires: September 30, 2026	Certified Idaho Classroom Teacher Pocatello/Chubbuck School District #25

Committee Member	Stakeholder Group
Robyn Hill Term Expires: February 28, 2026	Certified Idaho Classroom Teacher Nampa School District #131
Shannon Kelly Term Expires: February 28, 2026	Certified Idaho Classroom Teacher Payette School District #371
Lisa Olsen Term Expires: April 30, 2024	Certified Idaho Classroom Teacher Bonneville Joint School District #93
Darlene Dyer Term Expires: September 30, 2026	Certified Idaho Classroom Teacher Blaine County School District #61
Aaron McKinnon Term Expires: April 30, 2024	State Department of Education Personnel

For Questions Contact

Content & Curriculum – Curricular Materials
Idaho State Department of Education
650 W State Street, Boise, ID 83702
208 332 6800 | www.sde.idaho.gov



Regional Centers

Curricular Materials

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

REGIONAL CENTER LISTING

Location	Contact
Boise State University Albertson Library 1910 University Blvd Boise, ID 83725-1430	Kelsey Keyes Reference Librarian, Liaison to College of Ed 208-426-1139 kelseykeyes@boisestate.edu Deliveries Contact: Marlena Hooyboer marlenahooyboer@boisestate.edu
Brigham Young University–Idaho David O McKay Library, MCK 306 525 South Center Street (0405) Rexburg, ID 83460-0405	Holly Green 208-496-9539 greenh@byui.edu
College of Idaho Cruzen-Murray Library 2112 Cleveland Blvd Caldwell, ID 83605	Lance McGrath 208-459-5003 lmcgrath@collegeofidaho.edu

Location	Contact
Idaho State University Instructional Materials Center College of Education 638 E. Dunn Street Pocatello, ID 83209-8059	Dr. Shu-Yuan Lin, Ed.D. 208-282-3185 linshu@isu.edu
Lewis Clark State College Curriculum Library 500 8th Avenue Lewiston, ID 83501	Shannon Casteel 208-792-2229 scasteel@lcsc.edu
Northwest Nazarene University John Riley Library 623 S. University Boulevard Nampa, ID 83686-5897	Carol Poe 208-467-8616 cipoe@nnu.edu
University of Idaho Gary Strong Curriculum Center College of Education, Health, and Human Sciences University of Idaho 875 Perimeter Dr. Moscow, ID 83844-3089	Marco Seiferle-Valencia 208-885-2504 marcosv@uidaho.edu curriculumcenter@uidaho.edu **Request shipment boxes to be less than 50 lbs each

For Questions Contact

Content & Curriculum – Curricular Materials
 Idaho State Department of Education
 650 W State Street, Boise, ID 83702
 208 332 6800 | www.sde.idaho.gov

CONSENT
AUGUST 24, 2022

SUBJECT

Emergency Provisional Certificates Recommendations

REFERENCE

October 2021	Board approved nineteen (19) provisional certificates for the 2021-2022 school year.
December 2021	Board approved forty-nine (49) provisional certificates for the 2021-2022 school year.
February 2022	Board approved twenty-six (26) provisional certificates for the 2021-2022 school year.
April 2022	Board approved nineteen (19) provisional certificates for the 2021-2022 school year.
June 2022	Board approved five (5) provisional certificates for the 2021-2022 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 and 33-1203, Idaho Code

BACKGROUND/DISCUSSION

Three (3) complete emergency provisional certificate applications were received by the State Department of Education by July 6, 2022, including two (2) instructional certificate applications and one (1) Pupil Service Staff certificate application from the school districts listed below. These applications for the 2022-23 school year were reviewed by the Certification Department of the State Department of Education using the state board approved Emergency Provisional Certificate Application Process. The Emergency Provisional Certificate allows a school district or charter school to request one-year certification/endorsement in an emergency situation for a candidate who does not hold the required Idaho certificate/endorsement to fill a position. While the candidate is under emergency provisional certification, the school district will be funded as if a fully certified staff person were in the position.

Instructional Applications

Cassia County School District #151

Applicant Name: Jeri Renz

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 7/21/2022

Hire/Assignment Date: 6/20/2022

Summary of Recruitment Efforts: Job was posted on district website and K12JobSpot.com. There were three openings at the school. Seven people were interviewed. Jeri seemed to be the best fit for this position.

**CONSENT
AUGUST 24, 2022**

Heritage Community Charter School #481

Applicant Name: Jesus Cervantes

Endorsement(s): All Subjects K-8

College Training: 65 credits

Declared Emergency Date: 4/7/2022

Hire/Assignment Date: August 1, 2022

Summary of Recruitment Efforts: School posted/advertised for two elementary Spanish teacher positions in Feb. 2022. As of April 7th, only two applications had been received. One candidate was hired for fifth grade Spanish and Mrs. Cervantes was offered the kindergarten position due to her nine years experience as a paraprofessional and her 21-22 kindergarten position. As of June 28th, no additional applications have been received. Completing certification program through Grand Canyon University and is scheduled for student teaching in the Fall of 2023.

IMPACT

If an emergency provisional certificate is not approved, the school district will not have certificated staff to serve in the vacant position as required by Idaho Code §33-1201 and funding could be impacted.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-1201, Idaho Code, “every person who is employed to serve in any public 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 “the limited fields of trades and industries, and specialists certificates of school librarians and school nurses.” In the case of 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 emergency provisional certification for the individual. The individual that the school district is requesting emergency certification for may have been in the classroom as a long-term substitute for the entire school term. Salary based apportionment is calculated based on school district employee certification. A school district or charter school receives a lesser apportionment for noncertificated/classified staff than it receives for certificated staff. Substitute teachers are calculated at the lesser-classified staff rate.

CONSENT
AUGUST 24, 2022

A process for approving provisional certificates was approved by the Board at the April 2019 Regular Board meeting to limit the timeline for emergency provisional certificates to come to the Board to incentivize school districts and charter schools to request emergency provisional certification earlier in the school year rather than waiting until the end of the school year. The approved process required requests for the current school year to come to the Board at no later than the April Regular Board meeting. The process was amended at the August 2019 Regular Board meeting to provide an extension of this timeframe “subject to extenuating circumstances” such as when a local education agency loses a staff member after the January Professional Standards Commission (Commission) meeting deadline. In order to meet the April Board meeting agenda material deadline in March of each year, the certification request is required to be submitted no later than January of each year to make it through the Commission/Department process. Due to the length of time it was taking to process the requests when Commission recommendations were included in the process, the Board amended the process again at the August 2021 Regular Board meeting limiting the recommendation process to recommendations from Department certification staff or Division of Career Technical Education staff as applicable to the type of certification. The Department staff have forwarded those applications they recommend for approval for Board consideration. Emergency Provisional Certificates and Endorsements may be issued to an uncertified person with the minimum amount of training or may be issued to individuals with an existing certificate and endorsement outside of the area they have been hired to teach in. In the case of someone hired outside of the subject area they are endorsed to teach in, the Emergency Provision Certificate/Endorsement is for the endorsement area.

BOARD ACTIONS

I move to approve the request by State Department of Education for one-year emergency provisional certificates in the endorsement area(s) at the specified school districts as provided herein for the 2022-2023 school year for the following individuals: Jeri Renz and Jesus Cervantes.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
AUGUST 24, 2022

SUBJECT

Appointments to the Assessment Item Review (Bias and Sensitivity) Committee

REFERENCE

November 2014	Board appointed 30 committee members for a two (2) or four (4) year term. A list of 90 additional members were appointed to perform a one-time review.
August 2016	Board approved the appointment of committee members.
August 2017	Board approved the appointment of committee members.
August 2018	Board approved the appointment of committee members.
June 2019	Board approved the appointment of twelve (12) new committee members

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-134, Idaho Code - Assessment Item Review Committee

BACKGROUND/DISCUSSION

In accordance with Section 33-134, Idaho Code, the State Department of Education (Department) recommended and the State Board of Education appointed a review committee to ensure that parents, teachers, administrators, and school board members in Idaho's public education system have the opportunity to review the types and kinds of questions used on state assessments. The law requires a committee of thirty individuals in each of the six (6) educational regions in the state. Each region is represented by two (2) parents, one (1) teacher, one (1) school board member, and one (1) public or charter school administrator. Committee members shall serve a term of four (4) years.

This committee reviews all summative computer adaptive test questions for bias and sensitivity. The committee is authorized to make recommendations to revise or eliminate test questions from the Idaho Standards Assessment Tests in English Language Arts/Literacy, Mathematics, and Science. The new Idaho alternate assessments in English Language Arts/Literacy and Mathematics are also now computer adaptive and subject to review. Content from all of these assessments will be presented to the Assessment Item Review Committee in their next meeting, currently scheduled for October 2022. The Department anticipates sharing the results of the upcoming Assessment Item Review Committee meeting with the Board in December.

The Department recommends the following people named in Attachment 1 to serve 4-year terms on the Bias and Sensitivity Committee, expiring June 30, 2026.

IMPACT

Appointment of Assessment Item Review Committee members ensures statutory

CONSENT
AUGUST 24, 2022

compliance.

ATTACHMENTS

Attachment 1 – New Assessment Item Review Committee Members

Attachment 2 – Complete Assessment Item Review Committee Members

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-134, Idaho Code, the Assessment Item Review Committee (commonly referred to as the Bias and Sensitivity Committee) is charged with reviewing all summative computer adaptive test questions for bias and sensitivity, this includes the Idaho Standards Achievement Test for English Language Usage and Mathematics. Following the review process the committee may make recommendations to the Board for removal of any test questions that the committee determines may be bias or unfair to any group of test takers, regardless of differences in characteristics, including, but not limited to disability status, ethnic group, gender, regional background, native language or socioeconomic status. Additionally, this section of code established the makeup of the committee. The committee must include:

- (i) Two (2) parents of public school or public charter school students, selected from each of the six (6) education regions in this state;
- (ii) One (1) public school or public charter school teacher, selected from each of the six (6) education regions in this state;
- (iii) One (1) member who is an administrator of a school district or public charter school, selected from each of the six (6) education regions in this state; and
- (iv) One (1) member from the district board of trustees or public charter school board of directors, selected from each of the six (6) education regions in this state.

The Idaho Standards Achievement Test developed by the Smarter Balanced Assessment Consortium is refreshed each year through the addition of new assessment items. As part of Idaho's participation in the consortium we have access to the refreshed assessment and new assessment items. The committee reviews only the new items that are added each year. Items are added in both mathematics and English language usage. In 2015 361 combined items were added, in 2016 798 items were added and in 2017 1,051 items were added.

BOARD ACTION

I move to approve the request by the State Department of Education to appoint the individuals identified in Attachment 1 to the Assessment Item Review Committee.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

New Assessment Item Review Committee Members

REGION	ROLE	FIRST	LAST
Region 1	Parent	David	Brinkman
Region 2	Parent	Joyce	McFarland
Region 2	Parent	Angel	Sobotta
Region 3	Parent	Wendy	Nielson
Region 4	Administrator	Maria	Garcia
Region 5	Administrator	Carmelita	Benitez
Region 5	Teacher	Teresa	Jackman
Region 5	Board Member	Hillary	Radcliffe
Region 6	Parent	Tara	Ruth
Region 6	Administrator	Chad	Angell
Region 6	Board Member	Karen	Pyron

Complete Assessment Item Review Committee Members

REGION	ROLE	FIRST	LAST
Region 1	Parent	Timothy	Hunt
Region 1	Parent	David	Brinkman
Region 1	Teacher	Neko	Wells
Region 1	Administrator	kelly	Leighton
Region 1	Board member	Michelle	Lippert
Region 2	Parent	Joyce	McFarland
Region 2	Parent	Angel	Sobotta
Region 2	Teacher	Bill	Hayne
Region 2	Administrator	James	Doramus
Region 2	Board member	Leslie	Baker
Region 3	Parent	Tanya	Koyle
Region 3	Parent	Wendy	Nielson
Region 3	Teacher	Kim	Arrasmith
Region 3	Administrator	Nicole	Kristensen
Region 3	Board member	Joyce	Thomas
Region 4	Parent	Kathy	Millar
Region 4	Parent	Darlene	Matson Dyer
Region 4	Teacher	Sasha	Anderson
Region 4	Administrator	Maria	Garcia
Region 4	Board member	Bryan	Whitmarsh
Region 5	Parent	Shelly	Humphreys
Region 5	Parent	Raini	Hayden
Region 5	Teacher	Teresa	Jackman
Region 5	Administrator	Carmelita	Benitez
Region 5	Board member	Hillary	Radcliffe
Region 6	Parent	Tara	Ruth
Region 6	Parent	Laura	Wallis
Region 6	Teacher	Bonnie	Warne
Region 6	Administrator	Chad	Angell
Region 6	Board member	Dkaren	Pyron