



STATE BOARD OF EDUCATION MEETING

December 13, 2023

Office of the State Board of Education

650 West State Street, Suite 307

Boise, ID 83720

Public Streaming: <https://www.youtube.com/channel/UC7j4VGGyNzPa6g6a-zVTHnA>

Wednesday, December 13, 2023 - 10:00 a.m. (Mountain Time)

BOARDWORK

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

CONSENT

BAHR

1. Idaho State University – Men's Head Football Coach Contract – Action Item
2. Idaho State University – Men's Head Basketball Coach Contract - Action Item

PPGA

3. Accountability Oversight Committee Appointment – Action Item
4. Idaho State Rehabilitation Council Appointments – Action Item
5. Indian Education Committee Appointments – Action Item
6. Empowering Parents Business Procedures – Action Item

SDE

7. Curricular Materials Selection Committee Appointments – Action Item
8. Emergency Provisional Certificates – Action Item

OPEN FORUM

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.L. Prior Learning and III.Y. Advanced Opportunities – First Reading – Action Item
2. College of Eastern Idaho – Bachelor of Applied Science, Digital Forensics and Analytics – Action Item
3. College of Eastern Idaho – Bachelor of Applied Science, Operations Management – Action Item
4. College of Western Idaho – Bachelor of Applied Science, Business Administration – Action Item Engineering and Computer Science Initiative Next Steps – Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Amendment to Board Policy – Section V.T. Fee Waivers – First Reading –
2. Boise State University – New Science Building – Planning and Design – Action Item
3. University of Idaho - New Operating Agreement between the University and the University of Idaho Foundation, Inc. – Action Item

RETIREMENT COMMITTEE

1. Optional Retirement Program – Defined Contribution Recordkeeping Services - Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Board Policy IV.D – Educator Preparation, Certification, and Standards - Second Reading – Action Item
2. STEM Action Center School Designation Standards Revision – Action Item
3. Alternative Paraprofessional Assessment – Action Item
4. Registered Teacher Apprenticeship Program Standards – Action Item
5. Educator Pipeline Report - Information Item
6. ARP ESSER SEA Set Aside Funds Designations Proposal – Action Item

STATE DEPARTMENT OF EDUCATION

1. Superintendent Update – Information Item
2. Fall IRI review – Information Item
3. Remote and Necessary, Athol Elementary – Action Item
4. Assessment Item Review Committee Recommendations – Action Item
5. Federal Funds Request – Action Item

INFORMATIONAL

BAHR

1. FY 2023 Financial Ratios - Information Item
2. FY 2023 Net Position Reports - Information Item

PPGA

3. State Review of Teacher Evaluations Annual Report – Information Item

SDE

4. English Learners Proficiency Annual Report – Information Item
5. Professional Standards Committee Annual Report – Information Item
6. FY 2023 K-12 Schools Accreditation Report – Information Item

WORK SESSION

IRSA

- A. Open Education in Idaho

PPGA

- B. Strategic Plan and Performance Measures Revision Recommendation

If auxiliary aids or services are needed for individuals with disabilities, please contact the Board office at 208-332-1571. If you wish to speak at Open Forum the deadline to sign up to speak is December 11, 2023 at 10:00 a.m. (MT). While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to, or after the order listed.

BOARDWORK
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1. Agenda Approval

Changes or additions to the agenda.

BOARD ACTION

I move to approve the agenda as posted.

2. Minutes Approval

BOARD ACTION

I move to approve the minutes for the October 18-19, 2023 Regular Board meeting, and the November 13, 2023 Special Board meeting.

3. Rolling Calendar

BOARD ACTION

I move to set December 18, 2024, as the date for the December 2024 regularly scheduled Board Meeting, to occur via videoconference originating from the Office of the State Board of Education in Boise.

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**STATE BOARD OF EDUCATION MEETING
October 18-19, 2023
Lewis-Clark State College
Williams Conference Center
801-899 4th Street Lewiston, ID 83501**

A regular meeting of the Idaho State Board of Education was held at Lewis-Clark State College on October 18-19, 2023. Board President Dr. Linda Clark called the meeting to order at 9:00 a.m. (PT).

Present

Dr. Linda Clark, President	Kurt Liebich
William G. Gilbert, Jr. Vice-President	Cindy Siddoway
Debbie Critchfield, Secretary	Cally Roach

Absent

Dr. David Hill	Shawn Keough
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Wednesday, October 18, 2023 – 9:00 a.m. (Pacific Time)

BOARDWORK

1. Agenda Review and Approval – Action Item

BOARD ACTION

M/S (Gilbert / Roach) I move to approve the agenda as posted. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

2. Minutes Review and Approval – Action Item

BOARD ACTION

M/S (Gilbert / Critchfield) I move to approve the minutes for the August 23, 2023 regular Board meeting. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

3. Rolling Calendar – Action Item

BOARD ACTION

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M/S (Gilbert / Roach) I move to set June 11, 2024 as the date and Idaho State University as the location for the Chief Executive Officers' annual performance evaluations. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

AND

M/S (Gilbert / Roach) I move to set June 12-13, 2024 as the date and Idaho State University as the location for the June 2024 regularly scheduled Board Meeting. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

AND

M/S (Gilbert / Roach) I move to set October 16-17, 2024, as the date and Lewis-Clark State College as the location for the October 2024 regularly scheduled Board meeting. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

CONSENT

BAHR

1. University of Idaho – Multi-Year Employment Contract - Head Men's Basketball Coach – Action Item

BOARD ACTION

M/S (Gilbert / Siddoway) I move to approve the University of Idaho's request to enter into a five (5) year employment agreement with Alex Pribble, Men's Basketball Team Head Coach in substantial conformance with the form submitted to the Board as Attachment 1. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

2. University of Idaho – Multi-Year Employment Contract - Head Women's Basketball Coach – Action Item

BOARD ACTION

M/S (Gilbert / Siddoway) I move to approve the University of Idaho's request to enter into a five (5) year employment agreement with Carrie Eighmey, Women's Basketball Team Head Coach in substantial conformance with the form submitted to the Board as Attachment 1. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

PPGA

3. Data Management Council Appointments – Action Item

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BOARD ACTION

M/S (Gilbert / Siddoway) I move to approve the appointment of William Goodman to the Data Management Council as the K-12 urban district representative commencing immediately and ending June 30, 2024. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

AND

M/S (Gilbert / Siddoway) I move to approve the appointment of Dr. Scott Woolstenhulme to the Data Management Council as the K-12 at-large district representative commencing immediately and ending June 30, 2024. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

4. Idaho State Rehabilitation Council Membership – Action Item

BOARD ACTION

M/S (Gilbert / Siddoway) I move to re-appoint Randi Cole as a representative of the Client Assistant Program for a three-year term, effective immediately through October 18, 2026. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

5. CTE Limited Occupational Specialist Certificate Extension – Action Item

BOARD ACTION

M/S (Gilbert / Siddoway) I move to approve the request by the Division of Career Technical Education to waive the three-year limit of the interim certificate in IDAPA 08.02.02.015.04.C. for one year for Brian Krupp. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

6. CTE Postsecondary Credentialing Manual – Action Item

BOARD ACTION

M/S (Gilbert / Siddoway) I move to approve the Postsecondary Credentialing Manual as amended in Attachment 1. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

SDE

7. Emergency Provisional Certificate Recommendations – Action Item

BOARD ACTION

M/S (Gilbert / Siddoway) I move to authorize the State Department of Education to issue emergency provisional certificates for candidates 1-16 as presented above,

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effective for the 2023-2024 school year only and pending a cleared background check. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

BOARD ACTION

M/S (Gilbert / Siddoway) I move to approve the consent agenda. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Lewis Clark State College Annual Report - Information Item

Before beginning, Dr. Pemberton, President, Lewis Clark State College, took a moment to remind everyone present that today we are gathering in Simínekem, the indigenous homeland of the Nimiipuu - Nez Perce Tribe, and she acknowledged the Nimiipuu as the original caretakers of this land since time immemorial and recognized their continuing connection to the land, to the water, and to their ancestors.

She then shared the following:

- LCSC is a 130-year-old campus, the second oldest in the State, and is Idaho's small college public school experience connecting college to career and learning to earning overall.
- LCSC students are Idaho residents. They come from nearly every county in the state. The native population of students is up 6%. Veteran students are up 25%. This year there is an overwhelmingly large number of first-generation students who are all Pell eligible. A review of the demographics of current students show that the vast majority of them work while they're going to school, many of them full time. LCSC's post-graduation rates, meaning an individual, is either reporting that they are working or that they're in grad school or they're going to the military post graduation are 98% CTE and 99% academic.
- In the spring of 2020 LCSC had to either cut or reduce projected expenditures by 5 million dollars. That's 14% of appropriated money or 70% of salaries.
- The majority of LCSC students come from within 150 to 200-mile radius of campus.
- Some of the challenges LCSC faces include: high school enrollments are declining; the local population base is not growing; and there is competition from local two-year community colleges who are offering select bachelor's of applied science degrees, but where possible LCSC is partnering with them.
- Also being monitored is the conversation surrounding the University of Phoenix purchase and BYU Idaho's moving forward with offering a 3-year bachelor's degree.

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- LCSC is becoming a full-time residential campus, with housing being maxed out for the second year in a row. Full-time enrollment is nearing 50%. The average age of an LCSC student is 23.
- LCSC's workforce training program last year served 3,700 students through 4,525 courses. LCSC's GED program now has 92 students.

Dr. Andy Hanson, Vice President for Student Affairs, Lewis Clark State College continued the annual report by sharing the following.

- To combat the declining enrollment from area high schools LCSC is reaching out to students in neighboring states such as Alaska, Hawaii, North Dakota and others. LCSC has added recruitment staff with a consistent presence at both the College of Southern Idaho and the College of Eastern Idaho as well as in regional high schools.
- LCSC is also going into the area middle schools to bring information about LCSC to a younger generation of student.

Dr. Pemberton continued.

- This summer LCSC's welding students, working with the Idaho Department of Parks and Recreation, revitalized benches in Hills Gate State Park, and the outdoor program put together a pop-up equipment rental for the State Park this last summer.
- Orofino Second Chance Pell now has 63 students enrolled; Juvenile Corrections has 16 students, and Adult Ed (Portfolio Program) has 18 students. In 20/21 there was 1 student enrolled.
- According to Nurse.org LCSC has, for the second year in a row, the #1 nursing program in the country, offering nursing education through certificate, bachelors and graduate programs.
- LCSC is developing a critical care and operating room nursing certificate program and revitalizing their associate pathways in physical therapy, occupational therapy, respiratory therapy surge tech.
- LCSC has 20 online degrees available and they were the first institution to fully implement and articulate through Online Idaho.

Mr. Gilbert asked about LCSC's program prioritization and what can the Board expect concerning budget setting and cost projections in setting these prioritizations. Dr. Pemberton said that while she did not have actual numbers yet to discuss, LCSC will move forward with the intent that there will be outcomes that further improve LCSC's ability to be effective and efficient.

Mr. Liebich asked about the decline in CTE enrollment and if she knew what was causing this decline. Dr. Pemberton said while the data surrounding this decline is still being researched she can report that the average age of a CTE student is dropping; that the typical CTE student is a full-time student; that the economy may be playing a

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part in the lower enrollment numbers as students are able to go directly into the job market.

Mrs. Roach asked Dr. Pemberton for her thoughts on perhaps having the program prioritization process happen more often than every 5 years, and what are the top 5 program disciplines that LCSC specializes in. Dr. Pemberton said she did not believe the program prioritization process should be done more often since it is such an arduous process and doing it on a faster basis might not yield more meaningful information. As for the LCSC program specialties she listed nursing, health care education, teacher education, strong liberal arts and science programs and professional studies programs.

Mrs. Roach alluded to Dr. Pemberton's presentation and she asked if upon her entering LCSC as President did she need to cut programs. Dr. Pemberton said she not only had to cut programs but also staff, which LCSC is still recovering from.

Superintendent Critchfield asked Dr. Pemberton if she could elaborate on the high marks LCSC gets from organizations around the country. Dr. Pemberton said she believes it is LCSC's small school experience that has a big impact on students particularly with the student demographic. Students are names, not numbers, the students know their faculty and the faculty know the students, that they are in classrooms with their counterparts on a regular basis, and that LCSC incorporates alternative ways to reach students to move them along.

There were no further comments or questions from the Board.

**LEWIS CLARK STATE COLLEGE BOARD OF TRUSTEES
LEWIS CLARK STATE COLLEGE COMMUNITY FORUM**

1. Lewis Clark State College Students address the Board

The following LCSC students addressed the Board; Xander McDowell, Estefanny Alvarado, Trent Charlton, Alexandrah Crow, Caden Freeman, Matt Blanford, Melanie Spicer, Logan Haley.

Superintendent Critchfield asked the students what went into their decision to come to LCSC. One student said a big factor in choosing LCSC was the small school feel. During high school counselors tried to impress upon the students that going to college would be a big change because they would be in classroom sizes of upwards of 200 students in certain classes. Choosing LCSC was an easy decision because they could have more one on one time with instructors and being in classroom environments where it felt like they were more than just a number, more than a student. They were treated as a person, and that's something that they really valued.

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Another student said it was how much the staff care about the students that made the difference. He is doing things he did not know he would be capable of and it all came from the support he's received from the staff.

Another student said it was the reputation of LCSC in the community which led him to enroll. He wanted a school that would enhance his welding skills. Along with the great connection with his welding professors and the higher-level courses he is able to take he has been pushed beyond what he already knew about welding. LCSC is also one of the few schools that actually offer a degree on a CTE program.

One student mentioned the close tie with North Idaho College which is allowing him to get his bachelor of science degree while taking community college courses which make going to school more affordable.

Board President Dr. Linda Clark asked how many students took dual credit courses, how many credits did they take and did they feel it made a difference to their education. Some of the answers shared were; one student took 23 credits. One took 46 credits mostly in computer science and most of them transferred over. Another student had credits numbering in the low 30's with credits from BSU, CWI and NNU which took care of his first semester of course work.

Mr. Gilbert asked if the students felt that the community at large had a clear understanding of what LCSC had to offer to folks in mid-career or as adult learners. And how would they get the word out about what LCSC has to offer. The students said that growing partnerships with area businesses would help to get the word out. The example given was that with the outreach to the prison population the staff of the prison have expressed an interest in attending classes as well.

Mrs. Roach asked how can we improve the go on rate? How can we encourage people, high school students specifically, to understand the importance of higher education, and did anyone have any ideas they could share with the Board? The students said it was very important for high school students to see students succeeding at LCSC; the campus tours given to high school students are very important in giving them a clear look at what attending LCSC would be like. One student sat on a student panel from his high school and so many of the students recognized him from his days in high school and seeing him doing so well at LCSC they were able to envision what the possibilities could be for themselves one day.

Mr. Liebich asked if the students felt prepared for college life when they first arrived on campus. The students shared that even though high school tries to prepare you for college life it was the support from the LCSC faculty and staff that was the biggest adjustment. In high school you are told that you will have to be self-sufficient but that wasn't the case at LCSC.

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Board President Dr. Clark asked the students to share their insight into the following; within the next few months the State Department and the State Board will be jointly working on a revision of the high school graduation requirements. From the current graduation requirements what was not particularly useful to you, and what should be required that would have better prepared you for your college experience. The students said they felt very prepared. They would encourage high school students to take English, science and math classes to have the fundamentals of each in place because that knowledge will help them with their general ed courses in college. Having a course in how to apply for college and even how to apply for scholarships would be helpful for high school seniors.

Dr. Clark asked for a show of hands; how many of their high schools had a college / career counselor who was separate from their regular counselor? The answer was 2.

At this time the Board took a 10-minute break returning at 10:40 a.m. (PT).

2. Lewis Clark State College Employees address the Board

The following LCSC faculty / staff addressed the Board; Kim Tuschhoff, Rachel Peasley, Dr. Seth Bradshaw, Dr. Jeff Ober, Lonny Gehring, Doug Cruthirds, Ty Graham, Dr. Nina Peterson, Dr. Nancy Johnson, Dr. Krista Harwick, Chelsea Cronin, Con Schafman.

Mr. Liebich asked the teachers if they collaborate with businesses in the community and are they meeting the local communities needs? One instructor said there is a local business who needed welders and they set up a shift that went from 4:00 - 9:00 p.m. to accommodate some of the student's schedules. There are currently 5-6 students working for them pretty much full time now.

Another teacher shared that from the health professions aspect LCSC has a very collaborative relationship with the clinical partners in the area. Whether that's Lewiston, Clarkston, Moscow, Pullman, or all the way up to Coeur d'Alene, LCSC works with clinical agencies of all sorts, inpatient acute care, population, health centers, etc. There are plenty of clinical opportunities for students with the hope that this will lead to employment when the students graduate.

Through workforce training LCSC holds several meetings almost monthly with business partners to discuss the training being provided to students to make sure it is aligning with the business communities needs. Over the last two years the Idaho Cyberdome has employed students all throughout the State. About 20 students are currently working or have worked for them on 6-month rotations. The students monitor cyber activities for small nonprofits throughout the State, while getting real world hands-on experience all while helping these businesses that otherwise would not be able to monitor for cyber activities on their own.

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Mr. Gilbert asked if they believed that the community, and the surrounding areas, understood the scope of what LCSC has to offer, and if not, why not. The teachers shared that this seems to be an ongoing issue. One of the things they have found when out talking with community and business groups is, they know their own business, but they have no idea what anybody's else's business needs because they don't need to. When local business is asked how many career technical programs does LCSC offer no one knows the answer. Their knowledge ends at the door of their own business. LCSC's counselors are beginning to talk with every ninth grader in the community to let them know what programs LCSC has to offer and what career opportunities exist with that training in the local area.

Another approach LCSC recently began was to go into the new Career Technical Centers and ask them directly, what are you having problems with, how can we help you? The answer was they really wanted an introduction to CTE course offered to the ninth graders, so LCSC reached out to the high school counselors who said they would make this intro to CTE course mandatory for ninth graders. Starting this fall every ninth grader at Lewiston High School is required to take this course. There are now also two full-time people who spend half their time at the high school telling students about the careers and the CTE pathways that are available in the valley.

Mr. Freeman asked the teachers for their perspective on whether the students entering LCSC were college ready when they arrived. The teachers said this was a mixed set of answers. Some students attend LCSC because they are intimidated to attend a larger institution, or they need extra support. And then there are those students who come in with 20, 30 and even 40 dual credits who are ready to go, who have a clear vision of their future.

Another instructor mentioned that for those students who take dual credit math courses they seem to be a little better prepared for taking certain courses.

Mrs. Roach asked if anyone had any comments or stories about any of the students or families that had been changed by the work they do. One teacher shared that she had a student named Damian who was in the foster care program and who was never sure of what his academic path was going to be. He tried several schools before coming to LCSC; dropped out for a while then thought he wanted to be a teacher, then a chemist. He is now getting his PhD in chemistry and all because while at LCSC a teacher asked him to become a teaching assistant and that was the moment he decided to stay in school and get his degree.

There was a student who graduated from the welding program a few years ago and he got a job right away. Over the summer he reached out and told his teacher that he was applying for a teaching job at Prairie High School. He finished his Bachelor's degree

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and now he's a direct source of students because he knows how to prepare them for the welding program at LCSC.

A student that LCSC had graduated last year, came in as a career technical student. He was in web development, a non-traditional student. He had his ideas of what he wanted to do. He was going to get his web development degree and then he was going to get a job working remotely. He got his web development degree, took some computer science classes, and he was talked into continuing his education and getting a computer science degree, which he did. And he ended up getting his dream job. He is doing website development for the US mint from the comfort of his home.

Mr. Liebich asked if from their perspective were there any issues this Board needed to be addressing that would support them, and LCSC. Mr. Gilbert joined in and added a second question asking what did they see as the existential threat to LCSC over the next year and how does the Board get ahead of that. In answer to this question the teachers said substantial change would need to take place specifically as it pertains to having to run new ideas through so many working groups which slows the process for change down. One of the references they made was to a program called Idaho's Future where advisors at colleges would go into high schools talking about college readiness. With Idaho's Future students who were taking dual credits were going to get assistance from a college advisor to see how the dual credits they were taking would affect their degree goals. However, the program stopped during COVID and has never returned. Because of this, teachers are seeing students with high numbers of dual credits coming into LCSC but not all of those credits can be used for anything more than electives. Having help for dual credit students as to what the credits they are taking will do for them before they take them would be very helpful.

Rural school students often do not have the same opportunities to take science or math dual credit courses as the urban students do. The schools do not have qualified teachers who can teach these courses and more importantly they do not have the equipment necessary to offer these courses to the students. So we need creative ways to get rural students the same opportunities.

There were no further comments or questions from the Board.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

2. Lewis Clark State College Educator Preparation Program Update

Fred Chilson, Provost and Vice-President of Academic Affairs, and Dr. Royal Toy, Director of the Pathways for Accelerated Certification and Endorsement, Lewis Clark State College addressed the Board sharing the following concerning the Educator Preparation Program. They imparted the following;

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- Just prior to the outbreak of COVID the LCSC online elementary program went fully online with 19 students. This past semester there are now 60 students enrolled.
- LCSC also offers post baccalaureate programs typically for secondary education. They courses are delivered online.
- Through the PACE program, which is a cohort-based program that allows accelerated pathways for individuals that begin in a summer and they continue classes online and face to face throughout the rest of the year and then typically do their teacher internship either in the fall or spring.
- Via the mastery-based pathway, an alternative authorization or a non-traditional pathway depending on how the candidates progress, students have to meet the requirements of being a content specialist. But first they must have a bachelor's degree, then they complete modules that are ongoing enrollment, meaning they can enroll in any month of the year, and they can work up to a full calendar year to complete each module separately.
- LCSC engages candidates as early as possible in having clinical experiences, getting them into actual classrooms where they can teach and co-teach with teachers that are in the current programs they would like to teach themselves.
- Each student is assigned a faculty mentor who goes into the classroom and mentors with them.
- LCSC's faculty work at ensuring that they are minimizing the cost to the students themselves by trying to have open educational resources available or not requiring textbooks, and instead using practical application and engagement as the methodology for instruction.

Mr. Liebich asked about the Mastery Based Program and how Dr. Toy mentioned that it had grown faster than expected. He wondered how many students are in the program? Dr. Toy said since the program began they have graduated 33 students with another 33 actively engaged in courses right now and another 20 that are in the application process.

Superintendent Critchfield shared the following; over the past 10 months specifically she has heard from teachers and they agree that mentoring of new teachers is key to their success in the classroom; learning how to manage a classroom environment is important and should be taught; being taught how to engage and talk with parents would be helpful; and finally, how we are preparing teachers to teach reading is very important to student success. The Superintendent stressed the need to use the 5 Elements of the Science of Reading. Dr. Toy said they are using the 5 Elements to teach best practices in teaching reading. They offer 5 courses in the elementary program and 5 courses in developmental reading. Because there is no silver bullet in getting students to read; it comes down to the teacher, and how well the teacher has been prepared to teach the 5 elements.

There were no further comments or questions from the Board.

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BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Board Policy II.P. – General Policies and Procedures – All Employees - Second Reading

Patrick Coulson, Chief Financial Officer, Idaho State Board of Education, reminded the Board that Board Policy II.P. outlines the General Policies and Procedures applicable to all employees. At the April 2023 Board Meeting, the Board directed staff to bring an amendment to Board Policy regarding Diversity, Equity, and Inclusion statements for review not later than the August 2023 Board Meeting. Proposed amendments to the policy will add a new subsection under Section II.P.5 – Miscellaneous Policies and Procedures. The new subsection h. mirrors the language of the Board's resolution.

This proposed policy amendment fulfills the Board's direction to staff to develop a proposed amendment to Board Policy codifying the principles of the April 2023 resolution Prohibiting Use of Diversity Statements in Hiring and Promoting an Environment of Belonging for All Students at Public Postsecondary Institutions. A draft of this new amendment has been vetted through the BAHHR Committee at its August 9, 2023 meeting and the Board approved the first reading of the proposed amendment of II.P. at its August 23, 2023 meeting.

There were no changes between the first and second reading.

BOARD ACTION

M/S (Gilbert / Liebich) I move to approve the second reading of proposed amendments to Policy II.P. as provided in Attachment 1. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

There were no comments or questions from the Board.

2. Board Policy V.K. - Construction Projects - Second Reading

Mr. Coulson said the changes primarily consist of increasing delegated authority approval limits authorized by a Local Agency or the Board's executive director. These higher limits pertain to Original Project Costs, Cumulative Value of Change(s), and Aggregate Revised Project Costs. Increasing these limits appropriately reflects changes in the construction industry over the past eight years. The previous revision of this policy dates back to August 2015.

The modifications to this policy were vetted through the BAHHR Committee at its August 9, 2023 meeting and the Board approved the first reading of the proposed updates at its August 23, 2023 meeting.

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There were no changes between first and second reading.

BOARD ACTION

M/S (Gilbert / Roach) I move to approve the second reading of proposed amendments to Policy V.K. as provided in Attachment 1. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

There were no comments or questions from the Board.

3. BAHR Committee Priorities and Initiative

Mr. Matt Freeman, Executive Director, Idaho State Board of Education was asked to provide introductory overview. He said Board bylaws establish three standing committees: Business Affairs and Human Resources (BAHR), Instruction, Research and Student Affairs (IRSA), and Planning, Policy, and Government Affairs (PPGA). In the fall of 2020, each committee established long term initiatives and priorities. The Board committees have been asked to review and update their initiatives and priorities to ensure continued alignment with Governor Little's education priorities as well as the Board's strategic plan.

Updating these key objectives will help the committees clearly understand its direction and maintain momentum in achieving strategic priorities of the Board for 2023-2024.

Over the past few months, the BAHR Committee chair has worked collaboratively with Board staff to develop these priorities for the next fiscal year accompanied with well-defined anticipated outcomes. This will provide higher-level guidance in addition to the primary responsibilities of the BAHR Committee.

In order to move to a more strategic approach, on September 7, 2023, the BAHR Committee Initiatives and Priorities were discussed and reviewed by the BAHR Chair and Board staff to set the two primary initiatives delineated in Attachment 1. The initiatives will focus the BAHR committee's direction for both the short and long term and provide context for agenda items that will be presented to the Board. While this document is one that can be adjusted and continuously improved upon, the desired outcomes will result in foundational groundwork for the strategic work being undertaken by the committee. This information was shared and considered with the BAHR Committee on October 4, 2023.

BOARD ACTION

M/S (Gilbert / Siddoway) I move to approve the BAHR Committee Initiatives and Priorities for 2023-2024 as submitted in Attachment 1. A roll call vote was taken and the motion passed 6-0. Dr. David Hill and Shawn Keough were absent from voting.

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There were no comments or questions from the Board.

At this time the Board took a 1-hour break returning at 12:50 p.m. (PT).

Board member Shawn Keough was recognized as being present.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

3. Board Policy IV.D. – Educator Preparation and Certification – First Reading

Jenn Thompson, Chief Policy and Government Affairs Officer, Idaho State Board of Education, said IDAPA 08.02.03.128 establishes the structure of curricular materials review committees. Review of curricular materials, also facilitated by the State Department of Education, is to take place in the year following content standards review. The language defining the structure of these committees provides additional flexibility and has not presented an implementation problem to date.

Attachment 1 proposes revisions to Board Policy IV.D. that aligns the language in policy pertaining to content standards review committees with the existing language in IDAPA 08.02.03.128 pertaining to curricular materials review committees.

In addition to this change, a technical correction is proposed in paragraph 2.ff. of Board Policy IV.D. for the purpose of removing a no longer relevant reference to grades 5-9.

Updating Section 1.a.i of Board Policy IV.D. to materially align with IDAPA 02.02.03.128, would provide the SDE with the necessary flexibility to establish effective content review committees. This change would also further align administrative rule and Board policy and would serve to streamline the workload for the SDE staff that facilitate both Content Standards and Curricular Materials committees.

This is a first reading.

BOARD ACTION

M/S (Liebich / Siddoway) I move to approve the first read of proposed revisions to Board Policy IV.D. as presented in Attachment 1. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

4. Board Policy I.K – Naming and Memorializing Buildings – Second Reading

Ms. Thompson reminded the Board that this was a second reading and the proposed amendment adds a new section, 1.c., which would allow a facility to be named for an

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individual or an entity that has contracted with the institution to purchase the naming rights of the facility.

There were no changes between first and second reading.

BOARD ACTION

M/S (Liebich / Roach) I move to approve the proposed revisions to Board Policy I.K. Naming/Memorializing Building and Facilities. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

5. Temporary Rule Docket No.: 08-0113-2303 - Rules Governing Opportunity Scholarship

Ms. Thompson reminded the Board that during the 2023 legislative session, the Idaho Launch Grant Program was created by House Bill 24 and Senate Bill 1167 and codified at Idaho Code § 77-1205. These bills also amended Idaho Code § 33-4303, regarding the Idaho Opportunity Scholarship.

Changes made to Idaho Code § 33-4303 removed community colleges from the definition of institutions eligible to receive funds from this scholarship. The Governor approved the Board's promulgation of the temporary rule adopted by the Board in June of 2023 which stated that "The board may not award any new (opportunity) scholarship, excluding renewals, to any student attending community college on or after July 1, 2023." The proposed rule adopted by the Board at its August meeting removed continuing eligibility credit hour requirements which pertain to community colleges. Because students who were awarded the scholarship prior to July 1, 2023, remain eligible to use the scholarship to attend community college, it is necessary to reinstate eligibility requirements at community college.

BOARD ACTION

M/S (Liebich / Siddoway) I move to approve the Temporary Rule Docket 08-0113-2303, as presented in Attachment 1, effective November 1, 2023, and expiring upon the legislature adjourning sine die at the conclusion of the 2024 legislative session, contingent on approval to promulgate the temporary rule by the Governor. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

6. Recommended Procedures for Emergency Provisional Certifications

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Ms. Thompson said Idaho Code § 33-1201 requires that every person who is employed to serve in any elementary or secondary school in as a “teacher, supervisor, administrator, education specialist, school nurse or school librarian” “to hold a certificate issued under authority of the state board of education, valid for the service being rendered.” Idaho Code § 33-1203 allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two years of college training and an emergency has been declared. This section of Code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

School districts receive the same level of funding for staff with an emergency provisional certificate as they receive for an individual with a standard certificate. Funding for long-term substitutes is at the same level as non-certified classified staff.

BOARD ACTIONS

M/S (Liebich / Gilbert) I move to approve the recommended procedures for the management of emergency provisional certificates as presented in Attachment 1.

A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

7. Recommendations from the Empowering Parents Advisory Panel

Superintendent Critchfield started the discussion by providing a little overview of this program. She reminded everyone that the first iteration was called Strong Families, Strong Students with funding made available through Federal coronavirus relief funds. During the 2022 legislative session the Legislature created the Empowering Parents program, and in 2023 \$30 million dollars of ongoing money was appropriated for the program. The Empowering Parents statute requires the formation of a 7-member parent advisory panel whose direct responsibility and role is to create recommendations that would be presented to the Board of Education, and then also to hear any appeals.

The statute further requires that the 7-member parent panel be assigned in the following manner; 3 members appointed by the Governor, 2 members appointed by the Speaker of the House and 2 members appointed by the President Pro Tempore of the Senate, so no member of the Board of Education, nor staff from OSBE or SDE made appointments to the parent panel.

The parent panel met a total of 6 times starting in June 2023 culminating in their recommendations being brought forward to the Board at the October Board of Education meeting, all of which can be found in the Board Actions as presented.

BOARD ACTION

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M/S (Liebich / Gilbert) I move to adopt the recommended addition of eligible products and services and additional business procedures as set forth in Attachment 2, and to express support of the recommendations that require statutory changes provided to the Board by the Empowering Parents Parent Advisory Panel as presented in the cover sheet, excluding recommendations 4.2.a and 4.2.b. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

AND

M/S (Liebich / Gilbert) I move to express support of recommendation 4.1.c on the condition that the legislature support the use of Empowering Parent Grant Program funds for homeschool co-op fees. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

AND

M/S (Liebich / Gilbert) I move to express support of recommendation 4.2.a. and 4.2.b, regarding the allowance of reimbursements as part of the Empowering Parents Grant Program on the condition that the funds and positions necessary to administer a reimbursement program are appropriated. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

Mr. Freeman asked to share some historical context with the Board. He said that with Strong Families, Strong Students, reimbursement was allowed, however there were 5 temporary full-time employees in the State Controller's office who reviewed all of those reimbursement requests to make sure that they met the criteria. This process still presented a significant burden on OSBE staff. Ultimately, OSBE had to make the final call on what was allowed, so the caveat in the third motion just presented, around the funds and positions appropriated to administer the program, is critical.

Ms. Thompson said that currently there is one full-time program manager overseeing the day-to-day running of the program and each transaction has to be reviewed. With \$70 million dollars running through this program and with each parent being able to make roughly 10 purchases that means that staff are reviewing 70,000 purchases which equates to 2 full-time positions which we do not have.

Mrs. Roach asked Mr. Freeman what the process would be to request additional FTE to accommodate having people to review every reimbursement request. Mr. Freeman said the appropriate process would be for new positions and the associated funding to be included in legislation adopting the recommended changes.

There were no further comments or questions from the Board.

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8. PPGA Committee Priorities Update

Ms. Thompson shared that the PPGA committee reviewed the most recent version of its priorities and initiatives on August 4, 2023. The Committee asked for more focus on “timely data”. The PPGA committee narrowed down the scope to 4 priorities; Educational System Alignment; Educator Effectiveness; Educational Readiness; K-20 Guided Pathways. For a complete rundown of the priorities see PPGA, Tab 8, Attachment 1.

Dr. Clark asked about Middle School Math, which is a Board priority but is not on the document. Ms. Thompson said that the Math Workgroup will be meeting in December and information will be coming to the Board at the next Board meeting.

There were no further comments or questions from the Board.

9. Educator Preparation Program New Program Approval Process

Ms. Thompson reviewed for the Board the following information. The Board Office constructed a work group in January 2023 to create a new Educator Preparation Provider review process at the direction of the State Board. The work group had a representative from each Idaho approved Educator Preparation Program, State Department of Education Staff, and Career Technical Staff. The work group created the Idaho Standards for Educator Preparation Providers that would be used to evaluate the Educator Preparation Programs against for the state provider review. The Idaho Standards for Educator Preparation Providers were shared with stakeholders to obtain input. Two work sessions were held with the Professional Standards Commission (Joint Standards and Authorization’s Committees) to review the standards and obtain input. The input from the first work session was shared with the work group and the input was accepted. The changes were made to the Idaho Standards for Educator Preparation Providers. The second work session was held, and the Professional Standards Commission voted to recommend the Idaho Standards for Educator Preparation Providers.

The work group created a new program approval process that would be used by educator preparation providers to add a new program. One work session was held with the Professional Standards Commission (Joint Standards and Authorization’s Committees) to review the new program approval process. The input from the work session was shared with the work group and the input was accepted. The changes were made to the new program approval process.

The work group met January 17, 2023, January 23, 2023, January 31, 2023, February 10, 2023, and March 24, 2023. The new program approval process will include three

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steps: 1. Preparation and Submission of the New Program Application, 2. Review and Feedback, and 3. Determination of Approval Status. The Professional Standards Commission met to review the final documents on September 21, 2023. A few non-material edits were made based on that discussion.

If the Board approves the new program approval process, as outlined in Attachment 1, the new program approval process will be used by educator preparation providers to request new programs.

BOARD ACTION

M/S (Liebich / Siddoway) I move to approve the new program approval process for Educator Preparation Providers as submitted in Attachment 1. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

10. CTE Educator Training Update

Dr. Clay Long, Administrator, Career Technical Education, gave the update to the Board.

He shared that in Idaho there are 3 paths for people to become a CTE educator.

1. College / University Educator Prep Programs - offered at multiple institutions for business and marketing programs agriculture programs, engineering technology, Education and Family Consumer Sciences.
2. Occupational Specialist - Individuals come from industry with a combination of years of experience, industry, certification, or education and CTE puts them through the Inspire Ready Program where they will earn a three-year limited occupational certificate. They then have 3 years to work through their training. If they successfully complete the program they are issued their five-year renewable certificate.
3. Alternative Authorization - the last route are unique situations where an individual wants to become a CD educator but doesn't necessarily fit nicely in occupational specialists for the teacher prep program. So CTE works with them to build an individualized plan to get them prepared.

CTE recruits from the following sources;

1. Retirees who want to give back
2. Early-in career workers disillusioned with work environment
3. Trade workers seeking to teach as they age

All recruits then go through InSpire Ready and the 5 different modules and there is a mentor assigned to each student. All modules are currently being delivered through College of Southern Idaho through their Teacher Prep Program.

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The two programs there are no education prep programs are trades in industry or health professions.

As of June 2023, there were 310 new teachers in the pipeline, with an additional 115 new teachers being accepted into the program most recently.

Dr. Clark asked if CTE was meeting the needs of the students who want CTE training? Dr. Long said yes, the issue comes when CTE instructors retire and if the district has no one else to take their place they simply shut the program down. That is where seeking out individuals who can participate in the Alternative Authorization training program can come in handy to keep programs running.

Dr. Clark asked why CTE did not have training options for health-related fields. Dr. Long said most often there are requirements for industry experience specific in the health program. For example, a CNA instructor that requires an RN plus many years of experience in a long care facility, if we required them to go back and get a bachelor's degree he wasn't sure how many students would participate. The second consideration is the career ladder which does not consider years of experience over years of teaching, so the pay differential between what industry can pay versus what teaching can pay is sometimes a stumbling block.

There were no further comments or questions from the Board.

11. Idaho Vocational Rehabilitation (VR) Annual Report

Jane Donnellan, Administrator, Vocational Rehabilitation, gave the annual report to the Board. She shared the following starting with the Mission and Vision of VR.

Mission - To prepare individuals with disabilities for employment and career opportunities while meeting the needs of employers.

Vision - An Idaho where all individuals with disabilities have the opportunity to participate in the workforce and employers value their contributions.

VR has two distinct programs; the largest being Vocational Rehabilitation (with a budget of \$25 million dollars) and the second being the Council for the Deaf and Hard of Hearing (\$570,000 budget out of the general fund).

- VR is one of the oldest State and federal programs in the nation.
- VR is not a welfare program but a means to self-sufficiency.
- Services available may include evaluation of rehabilitation, potential vocational guidance and counseling; physical and mental restoration; vocational, academic and other related training opportunities.

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- In FY 2023 VR served 4323 participants.
- Six hundred ninety participants are employed an average of 29 hours a week with an average wage of \$17.17 an hour.
- Seventy-five percent of VR customers who successfully entered in employment had their wages as their primary source of income. Reflecting a decrease of reliance on public assistance, or family.
- During FY23 VR supported 635 unique individuals in various post, secondary education and training.
- Seventeen school districts are participating in paid work experience for students during the school year. The districts provide the teachers and para educators while VR pays the students wages.
- During the summer VR was able to collaborate with 22 school districts with over 300 students participating in paid work experience programs, many of them in rural communities.
- Just this past year a collaboration program began with Winco called Winco Wins which taught students how to work in a distribution center. Of the four students who participated two were offered employment when the month-long training concluded.

Mr. Gilbert asked if for the counselors who don't meet the job qualifications is there a work around or is that a federal requirement? Ms. Donnellan said VR has a strong belief that somebody with a master's in rehab counseling really has those professional skills that are required. VR does have an underfill position that they utilize where they expect the new hire to reach their educational level within 5 years of hire. Ideally it would be desirable to recruit them out of their master's programs already ready to do the work that VR needs them to do.

Mr. Liebich asked Ms. Donnellan to comment on if VR was able to provide the services to Idahoans that need the support? Or are there times where we don't have the resources because of a lack of counseling staff. And then for those Idahoans that are getting support, are we able to provide those employment opportunities for them, or is there a shortage of employment? Ms. Donnellan said there are still challenges in the general community and understanding the potential of hiring people with disabilities and what they can offer employers. That is why VR is building up their business services in order to meet that need. VR is actively partnering with school districts to develop those career technical programs for VR students but with staffing challenges all that work is difficult.

There were no further comments or questions from the Board.

12. Consideration of Graduation Equivalency

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Ms. Thompson said Idaho Code § 74-1205 establishes the Idaho Launch Grant Program to be administered by the Workforce Development Council. The grant provides a reimbursement of the lesser of \$8,000 or 80% of the cost of tuition and fees at an eligible institution. This legislation went into effect on July 1, 2023, and initial grant awards will be made in December 2023.

Idaho Code § 72-1204(1)(f)(ii) defines a Launch Grant Program eligible student, in part, as an Idaho resident “who will graduate from an accredited high school or its equivalent in Idaho as determined by the board beginning with the spring 2024 graduating class”.

In order to assist the Workforce Development Council with its administration of the grant, it has been requested that the Board define graduation equivalency.

Board staff consulted the Division of Career Technical Education to review GED completer data and worked with the OSBE research team to review the Census American Community Survey data regarding Idahoans who do not hold a high school diploma.

In closing, if the Board approves the recommended definition of equivalent to an accredited high school, the defined term will assist the Workforce Development Council in administering the Launch Grant Program.

BOARD ACTION

M/S (Liebich / Roach) I move, that for the purposes of administering the Launch Grant Program, the equivalent of graduation from an accredited high school be defined as: individuals who earn a general equivalency diploma (GED) by not later than the age of twenty-one (21) or home school students who can produce a transcript reflecting successful completion of the Board approved graduation requirements in effect as of the date of the transcript, attested to by a parent or legal guardian. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

At this time the Board took a break returning at 2:45 p.m. (PT).

STATE DEPARTMENT OF EDUCATION

1. Superintendent's Update - Information Item

Superintendent Critchfield shared three updates with the Board.

- **Idaho Career Ready Students (ICRS) update** - This past July the Idaho Legislature appropriated the first \$45 million dollars to the career technical

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programs. SDE is prioritizing programs that are unique to regions that look at very specific rural needs. The ICRS council is composed of 11 members of which the Superintendent is the voting chair of the Committee. As of today, there have been 13 grants awarded reflecting \$16.8 million dollars. However there have been \$48 million dollars in requests received which is not a surprise since running Career Technical Programs is more expensive than traditional programs. Requests receiving prioritization are those with an industry or business partner to help meet the needs of the students. As of right now awards have been granted to region 2 (3); region 3 (3); region 4 (5); region 5 (2); region 6 (2). No awards have been made yet in region 1 but the council will meet again in November to look at further requests.

Mr. Liebich asked program specific questions. First, all of these programs have initial startup costs, how will the districts address the ongoing costs they will incur year over year? Or, are you providing multi-year ongoing grants? Superintendent Critchfield said it's a mix of all of that. As this is a one-time money award the district needs to come in and say, we believe that with this startup money we'll be able to handle the teacher salary and the curriculum but we'll find the resources to move the program forward after the initial startup.

Mr. Gilbert asked if there was a deadline to spend the funds and for the smaller school districts who might not have the personnel to apply for grant funds how did the council take their needs into consideration? Superintendent Critchfield replied that there was no deadline to spend the funds and the council did look at the application process for smaller school districts and are working with them to ensure they have a way to participate in the grant process.

- **Modernizing School Funding / K-12 Budget Submission** - SDE has identified 4 goals to modernize school funding.
 - ✓ SDE will be asking for a 4.2% increase in public school budgets which represents \$120 million dollars of new money.
 - ✓ \$45 million dollars will be moved into the discretionary fund category which will allow the districts more flexibility in spending their own money.
 - ✓ The enrollment to attendance changes left money on the table that was appropriated. This added a \$92 million-dollar supplemental request for the current school year. This request stems from the fact that based on the rule change districts were not able to access the funding for attendance. The accompanying change to this request will require statutory changes to define seat time; how does the district define an attending student?
 - ✓ A \$3 million-dollar request for a pilot program to pay student teachers. This would be a recurring program to pay them each year for three years.

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- **Graduation Requirements Timeline** - The requirements have not been reviewed in a substantive way since 2010.
 - ✓ One of the newest components to be added is the financial literacy component.
 - ✓ Working through the PPGA committee SDE will convene a working group from the House and Senate, both Education Committees, the Governor's office, school administrators, school boards, counselors, 2 and four-year institutions, district curriculum directors and the teacher's association to review graduation requirements. The hope is to bring recommendations to the Board at the April 2024 Board meeting. Some of the questions this group will be addressing are; What do we want an Idaho diploma to stand for? What are those things that we want to prioritize and say, every kid, regardless of where you are in the State, whatever your educational environment is, here are the things that we believe will benefit every single kid when they exit our system? Do we require math in the senior year or do we use math pathways as a means of assessing what math pathway is best for the student?

At this time Ryan Cantrell, Chief Deputy Superintendent, State Department of Education took the microphone and updated the Board on K-3 Idaho Reading Indicator (IRI) Spring Scores. He shared the following;

- Istation is the current vendor for IRI - they service 493,000 students in 42 states.
- Idaho is one of only a few states that require an early literacy assessment.
- There is \$35 million dollars of early literacy money that goes to school districts based on the IRI data so these results are critical to the districts.
- Testing results from 2021 to 2023 show that kindergarten students have improved their IRI scores; first-grade students showed a slight decline in scores; second and third grades students are doing exceptionally well at 75% proficient showing that students coming out of the pandemic have regained a lot of the early learning loss shown during past testing.
- Comparing Idaho students to the other students Istation tests shows that Idaho students are doing really well.
- The impact all-day kindergarten will have on IRI scores will not be known until the next testing cycle.

Dr. Clark asked how many of these students would be considered dyslexic students. Mr. Cantrell said teachers are becoming better at identifying characteristics of dyslexia, but students with dyslexia can still be proficient on the IRI.

Mr. Liebich asked if the districts have the tools to do the incremental formative assessments to inform instruction? Mr. Cantrell said yes, and the interim assessments have improved over the last 5 years. Knowing those scores helps teachers to make adjustments to their teaching to address areas that students show weaknesses in.

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There were no further comments or questions from the Board.

WORK SESSION

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

A. Idaho Commission on Hispanic Affairs

Margie Gonzalez, Executive Director, Idaho Commission on Hispanic Affairs, led the work session. She shared the following with the Board.

- Statewide there are 239,407 Hispanics in Idaho which makes them the largest minority group, representing over 13% of the total state population.
- Poverty rates are higher among the state's Hispanic children under age 18, with 29% living in poverty.
- A large share of the Hispanic population in Idaho is made up of children and young adults, with few other individuals. There are currently 22,068 Hispanic youth under the age of 5 in Idaho.
- Eighteen percent of the student population in K-12 are students of Hispanic culture. The largest concentration of students can be found in the Boise metro area; Nampa; West Ada; Vallivue and Caldwell.
- Largest challenge is recruiting and retaining teachers of color. During the 2021-22 school year, Idaho public schools employed 2,054 Hispanics who made up just 5% of all employees. This number is made up of school teachers; principals, counselors, nurses, social workers, assistant superintendents and 1 Superintendent and 1 physical therapist.
- In 2021-22, 9,843 Hispanic students made up 16% of Idaho's total postsecondary enrollment. This was an increase from 2018, when Hispanic students made up 10% of total enrollment.
- Idaho's go-on rate in fall 2018 was 45%. Among Hispanics in Idaho, the rate was 39%. In Idaho and the nation, go-on rates among female high school graduates are higher than among males. Almost half of Idaho's Hispanic female high school graduates, but only 36% of Hispanic male graduates, enrolled in postsecondary education in fall 2018.
- In 2021-22 there were 6,309 migrant students in Idaho. The total number of English Language Learners in Idaho is 19,542. The ELL Migrant number is currently 2,634 students.

The Commission made several recommendations to the Board which could reduce the educational achievement gap for the Hispanic student population.

- Establish a dedicated staff position at the State Department of Education to coordinate and support efforts to increase academic achievement and educational opportunities for the K-12 Hispanic student population.

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- Establish a dedicated staff position at the Office of the State Board of Education to coordinate and support efforts in the transition from high school to college or career for the postsecondary Hispanic student population.
- Provide easily accessible data to the Commission about Idaho Hispanic students across the K-20 spectrum.
- Provide representation at the annual Idaho Hispanic Youth Leadership Summit, the largest gathering of Idaho Hispanic youth in the state.
- Take steps to enhance the Educator Preparation Program to improve recruitment and retainment of Hispanic educators.
- Establish a Hispanic Education Committee of the Board, similar in scope and structure to the Idaho Indian Education Committee.

Dr. Clark mentioned that she personally attended three of the four Hispanic Youth Summits recently and they were well attended. Thousands of Hispanic students were engaged and interested in what the Idaho institutions had to share with them. They learned about Idaho Launch, scholarship opportunities and Apply Idaho.

Mr. Gilbert asked if there was any data on how many Hispanic students in either kindergarten or first grade were bilingual? Ms. Gonzalez said most students come to school speaking Spanish since that is the primary language in their homes. As to how many finish grades as bilingual, or with English proficiency, she would have to gather that data and get the information to the Board.

Mr. Liebich asked Matt Freeman if the Board office had ever historically looked into having a Hispanic Education Committee or in sharing the data that Ms. Gonzalez is requesting. Mr. Freeman was not aware of any historical request for such a position. As far as the data issue, the Board of Education office does have several agreements with agencies to share data so that request should be straightforward.

There were no further comments or questions from the Board.

Thursday, October 19, 2023 - 09:00 a.m. (Pacific Time)

OPEN FORUM

The following Idaho citizens addressed the Board during Open Forum.

Amanda Fletcher - Empowering Parents Grant

"Hello, my name is Amanda Fletcher, and would like to comment about the Empowering Parents Grant and the Parent Advisory Panel recommendations. They have recommended a process be established for reimbursements. I would like to address why I feel that is necessary. My youngest son has a reading disability, he needs a

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specialized curriculum(s) that's not available through the Marketplace. I was unable to utilize the grant funds and I had to pay out of pocket. I purchased through a national distributor that sells to schools, as these big companies are not vendors it would be ideal to have the ability to be reimbursed. I have also purchased a yearly audiobook subscription for him through the nonprofit Learning Ally, this service is only available for those with documented disabilities. Yet again grant funds were not available for this purchase as they are not a vendor. There are many more useful ways I'd like to spend this grant but am held back by the lack of diversity in the Marketplace as well as not having an alternate way to approve purchases for our most vulnerable students, those with disabilities. I can only urge the Board while moving forward to keep children with disabilities in mind and how this grant can better serve them. Thank you."

Shelby Murdock - Empowering Parents Grant

"I'm Shelby Murdock, founder and owner of Snake River Strings Co. Thank you for this opportunity, even on short notice. I only became aware yesterday of the meetings regarding the Empowering Parents Grant, and while I apologize for any overlap with previous decisions, I believe my perspective is vital to my community.

As a proud native of Southeast Idaho and an Idaho State University alumnus, I have a deep connection to this state. With a degree in Music Education and a background as a national champion old-time fiddler, I understand the value of arts in education. I was also an Idaho Governor's Cup scholarship recipient and have been a music teacher for 17 years, both privately and in public schools. In 2019, I founded Snake River Strings Co., a private music school and the first music business of its kind in Idaho.

In the fall of 2022 we swiftly became an approved vendor for the Idaho Empowering Parents Grant, serving over 227 students to date. As one of the few approved music school vendors on Odyssey, we adhere to rigorous standards, including tax documentation, background checks, and drug-free workplace policies. Many other private music teachers throughout the state operate without these standards and regulations, teaching music as an under-the-table side hustle in their living room. I, along with other vendors in my area, am frustrated by the lack of communication and the absence of our perspective in the decision-making process. We needed to be actively notified of a platform to share our experiences as hands-on vendors, but were not.

As a vendor, I would like to express feedback on three crucial points that were on the agenda yesterday:

First, I encourage the approval of classes on the Odyssey marketplace, taught by qualified Idahoans who pay taxes and follow proper documentation. The grant's purpose

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is to help students recover from the pandemic, and classes in music, dance, and art are the way to go, not just more technology.

Second, the vendor approval process does not need to be streamlined. Companies should be actively willing to demonstrate their qualifications to ensure they are worthy of state funds.

Third, prioritize Idaho businesses. Our Idaho Taxpayer dollars need to support local businesses, NOT out-of-state companies.

I am grateful for this grant, which has greatly benefited my community. It holds immense promise for arts education in Idaho. To ensure its success, I would ask that you please consider adding a vendor representative on the panel and keep us informed of public forums. We are passionate Idahoans and small business owners who can contribute to the program's development, as well as the development of the children within our state.

Thank you for your time and consideration."

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.N. – Statewide General Education – Second Reading – Action Item

Dr. TJ Bliss, Chief Academic Affairs Officer, Idaho State Board of Education, led the discussion. He said the major changes to this policy, which relate to general education, allow for institutions to bring forward proposals for programs that do not require the full 36 credits of general education to better serve students who may be transferring into programs where those general education requirements are spread out over the four years of the bachelor's degree. In particular, when referencing engineering degrees, to make sure that students transferring from our community colleges are on equal footing when they matriculate into the four-year institution, we added, prior to that first reading through a conversation with the IRSA committee, specific information in the policy that requires institutions to justify these changes and ensure that we're holding the line on general education. There were no comments between the first and second reading.

BOARD ACTION

M/S (Roach / Siddoway) I move to approve the second reading of proposed amendments to Board Policy III.N., Statewide General Education, as submitted in Attachment 1. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

2. Board Policy III.W. – Higher Education Research – Second Reading

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Dr. Bliss mentioned this was also a second reading. He said this higher education research policy outlines and stipulates how the Higher Education Research Council (HERC) functions as well as the EPSCoR committee and the Center for Advanced Energy Studies (CAES) and there are major changes to this policy to bring them into conformity with the current practice of HERC in terms of its structure as well as aligning the policy with current formatting. Removing philosophy statements which have been in the policy for a while and moving those into the bylaws of HERC is prudent. One change will allow for HERC to consider distributing some undergraduate research funds to the community colleges and those conversations are ongoing. An update on that will be provided to the IRSA committee at the next meeting but that change is significant and important. There were no comments or feedback on the proposed amendments between the first and second reading.

BOARD ACTION

M/S (Roach / Critchfield) I move to approve the second reading of Board Policy III.W., Higher Education Research as submitted in Attachment 1, and to direct staff to work with INL to develop any necessary updates to the CAES MOU and bring proposed updates to the Board for its consideration. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

3. Board Policy III.Z. – Planning and Delivery of Postsecondary Programs and Courses – Second Reading

Dr. Bliss said this policy amendment is significant but not very long just a few words to exempt prison education from the requirements of the policy and there were no comments between first and second reading.

BOARD ACTION

M/S (Roach / Critchfield) I move to approve the second reading of proposed amendments to Board Policy III. Z., Planning and Delivery of Postsecondary Education Programs and Courses as submitted in Attachment 1. A roll call vote was taken and the motion passed 7-0. Dr. David Hill was absent from voting.

There were no comments or questions from the Board.

4. Military General Education Crosswalk Update

Dr. Heidi Estrem, Associate Academic Officer, Idaho State Board of Education, started the discussion by stating the opportunity for students to earn postsecondary credit(s) by demonstrating requisite knowledge, usually through performance on comprehensive exams or portfolio-based evidence of learning, is generally referred to as a prior

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learning assessment (PLA). PLAs bridge the gap between learning acquired in and outside of postsecondary learning environments while also minimizing the time and cost necessary for earning college-level credentials. Board Policy III.L. provides the minimum requirements for PLAs.

The most popular PLAs include: Advanced Placement (AP), College Level Examination Program (CLEP), academic department challenge exams, and student portfolio evaluation. For active duty military personnel and veterans, the Joint Services Transcript (JST) and DANTES Subject Standardized Tests (DSST) are traditional forms of PLA. Learners who earn credit through PLAs are more likely to persist and graduate in more economical terms.

General Education faculty have reviewed hundreds of military occupations for potential prior learning credits and have made an initial set of recommendations that advisors and transcript evaluators will be able to use at all eight institutions. Board staff will continue to gather potential PLA equivalencies, draw on general education faculty to make recommendations, and disseminate these equivalencies to the institutions for the next two years, then reevaluate this effort.

Currently, campuses are actively building wholistic approaches that better support active military members, veterans, and their families. The general education crosswalk work will continue in close collaboration with these other efforts.

For military veterans, the General Education Military Equivalencies Guide provides clear guidelines for military occupational PLA at all eight institutions by recognizing the advanced skills that these learners bring to our institutions.

Scott Greco, Deputy Director, Idaho State Board of Education, continued the discussion. He introduced Krysta Madrigal, College of Eastern Idaho VA School Financial Aid Advisor; Todd Johnson, Director, Idaho State University's Veterans Service Center; John Hawbaker, Director, Boise State University Veterans Service Center; Jason Nierman, Director, University of Idaho Military and Veterans Service Center.

They shared the following;

- 2736 students in FY 2022 used the GI bill to attend courses in Idaho institutions.
- 1935 post 9/11 GI bill awards were made representing \$20 million in tuition and fees paid to Idaho institutions and \$44 million was paid for military housing allowance and a book stipend.
- 46 Yellow Ribbon Scholarship Awards were granted amounting to over \$380,000.

Dr. Clark asked the panel to discuss the limitations that have been found in helping the military veterans move forward with their educations. It was shared that if too many

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military service credits are transferred it can affect their elective credits, damage their GPA and can also limit or reduce their housing allowance. Some of the colleges have created a challenge process for college courses such as in the LPN program where veterans can challenge a course and receive the credits without having to take the course again.

Mr. Liebich asked if there was anything the Board could do to reduce the complexities veteran students are facing as they try to get their college degree. It was suggested that if the schools had the ability to transfer in the credits that best suited the students needs and to leave off the others, that would be helpful. Another pitfall is found in the financial aid sector. If students have accrued 1.5 times the number of credits that they need to earn a degree, but they have yet to earn a degree, then by the current metrics they're not making satisfactory academic progress and then they have to petition to apply for Federal financial aid. Bottom line is if it takes 120 credits to earn an engineering degree, and the person has accrued 180 credits with all that they've transferred in, then they become ineligible for Federal financial aid unless they petition and explain the situation, which the college veterans' services offices help them with. Again, if we could be selective in the number of credits that we transfer in, I think that would help the student.

Dr. Estrem made two quick points. Our bachelor's degree programs that are designed to best serve our military students in areas that bring in particular kinds of credit need to be better aligned from the beginning to create a complete degree plan. Our 4-year institutions have a maximum number of credits that can be brought in, usually around 25. We have found that if we do give too much transferable credit the student may have issues in their foundational knowledge to progress through the program. We know military veterans say they want to get their degrees quicker, but we need to guarantee the quality of education that they receive.

Dr. Bliss restated that the Board of Education office will be working with the Deputy Attorney General to write a new rule on the issues surrounding residency for military veterans. He is hoping to bring this action item to the December Board meeting.

There were no further comments or questions from the Board.

Board member Keough left the meeting at 9:54 a.m. (PT).

5. Annual Remediation Report

Dr. Heidi Estrem gave the annual report. She started by sharing that Board Policy III.S. Remedial Education requires institutions to report annually to the Board their "success rates in corequisite support models" and success rates in other "remedial courses" annually. This report is a summary of institutional data submitted to the Office of the

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State Board of Education, covering remediation success rates through the end of the 2021-2022 academic year.

The Board authorizes three remediation models for use in the public postsecondary institutions for English and Mathematics:

- Corequisite Course or Support Model – Remedial instruction is offered in a designated course taught in the same term and in tandem with the course material for the college level offering, most typically by the same instructor and with a complimentary meeting pattern.
- Embedded Model – Remedial content is delivered during the same classroom setting as the college level course offering. Since this model also enrolls students in the credit-bearing course, it is counted as Corequisite support for the purposes of this report.
- Emporium Model – Remedial content is typically delivered through a self-paced computer lab setting where modules or learning packets are available to the individual student.

In addition to these authorized remediation models, pursuant to Board Policy III.S, “institutions may pilot the use of Alternative delivery models, provided the models are evidence based. Institutions choosing to exercise this pilot option shall notify both the Council on Academic Affairs and Programs and the Instruction, Research, and Student Affairs Committee of their intent to pilot a new delivery model and the results of said pilot. Piloted models must be assessed annually and may be continued and scaled beyond the first year if the pilot achieves equal or greater success rates in students completing gateway mathematics and English courses as compared to rates achieved in approved Corequisite Support models.”

While English remediation in the eight public postsecondary institutions in Idaho is now exclusively offered through the Corequisite course model, math remediation is offered through several pedagogical models across the eight institutions, including the Corequisite models, the Emporium model, and Alternative models in pilot. Some institutions still offer Traditional math remediation as they transition to an authorized model as required by Board policy. No institution is implementing an alternative approach to math remediation in a formal pilot, but some institutions offer Math 108, which is considered an alternate form of traditional remediation, except in cases where Math 108 is the required math course for Career Technical Education programs.

The Corequisite approach is used for first-year writing courses (English) at all eight Idaho public postsecondary institutions. The number of students enrolling in writing Corequisite support courses has declined by 36% over time, and pass rates for students in the Corequisite model are higher (68.2%) than historical pass rates using the now-defunct Traditional model (62.9%).

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The support and remediation models are more complex in math as many institutions offer two or more models at the same time, and different support or remediation models may be aligned with different general education math courses. However, the number of students completing all forms of remedial math has declined by 55.6% over time. Across all institutions, pass rates are highest in Corequisite (70.6%) and Hybrid models (78.2%); Hybrid is a variation that provides accelerated, flexible mathematics instruction. At institutions that offer multiple models, the number of students enrolled in each model varies, which could cause variations in pass rates.

The longitudinal data continue to indicate that Corequisite remediation is the most successful model for both math and writing in terms of student pass rates in those courses. This result is bolstered by additional data in the report showing that students who successfully complete a Corequisite course are more likely to pass a subsequent credit-bearing math or English course than students who completed a remedial course using any other model.

Statewide research indicates that pandemic-related learning losses have had an outsized impact on mathematics learning across all grade levels. Institutions are continuing to explore how to best support accepted college students whose mathematics skills seem to indicate that they need substantial support. Mathematics instruction is receiving additional support and attention through a few efforts, including a two-year Board effort to enhance high-impact teaching practices in general education mathematics while also supporting the continued transition to corequisite mathematics courses. Eight years ago, over 10,000 students were in some form of remedial math, and now it's fewer than 5,000.

Mr. Gilbert expressed concern over the large drop in the number of students who did not need remediation help and wondered why this was. Dr. Estrem said some of that is because we have expanded the number of math pathways. So, for example, there are different math opportunities for students going into humanities or social sciences, or courses that don't actually need a precalculus pathway. So, students are able to take the math pathway that best suits their degree program, but all students must meet the entry level math requirement. For example, the percent of degrees in our institutions that require a calculus course is 19%. That means 80% of all degree programs in higher education don't require calculus yet every K-12 student is on a calculus path.

There were no further comments or questions from the Board.

6. Engineering & Computer Science Needs Assessment & Gap Analysis

Mr. Greco introduced Patrick Lane and Christina Sedney from the Western Interstate Commission for Higher Education (WICHE) who mentioned that in 2022, Governor Little recommended, and the legislature appropriated, \$100,000 in one-time General Funds

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for the Office of the State Board of Education to develop a statewide needs assessment for engineering and computer science education in Idaho.

In November 2022, the Office of the State Board of Education entered into a Professional Services Agreement with the Western Interstate Commission for Higher Education (WICHE) to complete the engineering and computer science needs assessment. The scope of the WICHE needs assessment addressed two important questions:

- Is the supply of engineering and computer science graduates from Idaho's public institutions adequate to meet current and projected industry demand?
- If not, how can the State strategically address the gap between supply and demand?

WICHE's top level findings from its assessment are twofold:

- Current Undersupply: The supply of graduates in engineering and computing disciplines (broadly defined) from the states' public institutions does not appear sufficient to meet existing industry needs.

In order to increase supply the following recommendations were given;

- Improving high school math preparedness;
- Increasing the number of students (especially female students) who chose engineering/engineering technology or computer and information science as a major
- Supporting students through graduation
- Expanding outreach to non-traditional-aged students

In 2023 there were 1953 openings for engineering and computer science graduates. There is expected to be annual job openings in these fields at the rate of 1,364 jobs. Public and private degrees earned were 1,289 which is a shortage of 870-degree seekers.

- Future Supply Constraints: Growing the number of students prepared to enter and succeed in these majors is not as simple as increasing postsecondary capacity. Demographic and educational trends point to, at best, modest growth in the potential pool of students, meaning any effort to increase graduates in these fields must focus on expanding the educational pipeline of students from K-12 to postsecondary education who are interested in and equipped to succeed in these fields.

If current trends continue, fewer than 5 additional engineering bachelor's degrees per year. If current trends continue, fewer than 2 additional computer & information science bachelor's degrees per year.

Gender gaps are alarming when you control for math performance in high school.

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Among students with the highest math scores about one quarter of those students who are males enter into engineering, but only 7% of females with equivalent math scores enter into the same major. For computer science 15% of top scoring males enter the program compared to only 3% of females. Also concerning is that of those who do graduate with a degree in engineering only 60% of the students are still employed in Idaho after graduation.

Potential Next Steps

- Creating a Shared Vision & Coordinated Plan
- Identifying Clear Roles & Responsibilities (Identify individual & collaborative strategic approach for each partner)
- Data & Metrics (Identify meaningful, trackable key metrics and monitor over time)
- Investing for Impact (Determine if a broad or a targeted approach will be most effective)

Dr. Clark asked Dr. Bliss to follow up on this report and come up with some recommendations that the Board could get behind to help change the narrative. Mr. Greco assured Dr. Clark that this report had been presented to the Governor's office, to our Education policy advisor, and all three-industry advisory board leads at Idaho's institutions. In addition, it has been sent to the STEM Action Center, the Micron Foundation, Idaho National Lab, the Idaho Technology Council and then distributed to the industry advisory boards and to the participants who assisted in providing data to the report. Both Mr. Lane and Ms. Sedney have offered to present this report to both the House and Senate Education Committees when session begins.

Superintendent Critchfield asked that the IRSA committee bring back to the Board a recommendation for a working group to address the issues found in this report with specific entities who need to be involved and to do it quickly. This work group should have a working plan in place before anyone presents to the Legislature.

There were no further comments or questions from the Board.

At this time the Board took a 10-minute break returning at 10:52 a.m. (PT).

7. Established Program to Stimulate Competitive Research (EPSCoR) Annual Report

Dr. Andy Kliskey, Project Director, EPSCoR gave the annual report to the Board.

He shared the following;

- For FY 22 Idaho and all of its institutions brought in a total of \$42.2 million dollars in funding. That is a 71% increase from FY18.
- Since FY18, 23% of Idaho's' NSF funding is EPSCoR RII+.
- Idaho's share of total NSF Funding is .31% (FY 18-22).

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- From October 2018 - Dec 2023 there were 6 new faculty hired; 20 post docs; 67 grad students; 94 undergrads and 30 grad students in the Gem3 Genes to Environment: Modeling, Mechanisms, and Mapping Track 1 RII.
- Gem3 Project Outputs - there were 106 publications made; 188 NSF proposals submitted equaling \$282.5 million and 84 NSF grants awarded totaling \$33.4 million dollars.

Idaho EPSCoR Track-1 impact

- Summary analysis of Idaho EPSCoR 2013 – 2023 (for Idaho Legislative Services Office)
- 677 students supported in research and education at Idaho universities and colleges (BSU, ISU, UI, CSI, CWI, LCSC) through NSF EPSCoR RII Track-1 since 2013.
 - 452 undergraduate students who pursued STEM degrees
 - 225 graduate students who pursued masters and doctoral degrees
- undergraduates in EPSCoR programs gained measurable and significant improvements in knowledge, skills, and competences required for long-term success in science, technology, engineering, and mathematics disciplines and careers
- EPSCoR-supported students have a higher graduation rate than the average rate at our Idaho universities in general

Two new programs will be replacing RII Track 1 -

E-Core {Builds capacity in 1 or more targeted research infrastructure cores}

E-Rise {Supports incubation of research in a scientific field leading to increased research capacity and competitiveness in the topical area and sustainable improvements}.

Implications for Idaho

- Eligibility has been broadened (universities, colleges, Tribal nations, non-profits) and is single institution
- Retains strong State-wide focus
- Can submit (and hold) more than 1 E-CORE and E-RISE in the State
- Role of the Statewide Steering Committee (EPSCoR Committee) is more focused
- Role of the State Science & Technology Plan (Higher Education Research Strategy) is more active and critical
- For maximum benefit the State should consider approaching these programs strategically

Mr. Liebich asked if specific industry input was happening prior to the grant requests being made. For example, was Micron involved in prioritizing the types of grant that are being pursued from a higher ed perspective. Dr. Kliskey said Micron does not have a seat on the EPSCoR committee so perhaps adding new memberships to the committee

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would be appropriate. Mr. Liebich concluded that he feels its very important then for the focus of the EPSCoR Committee to look at their composition and bring in representation who can help pivot to the needs of industry in the state.

There were no further comments or questions from the Board.

WORK SESSION

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

B. Performance Measures Reporting

Ms. Thompson began the work session by saying that she asked the Research team to present this information in a different format. Instead of talking about the data they were asked to come to conclusions such as what does the data mean, what are the actionable points that the Board can be thinking about.

Dr. Cathleen McHugh, Chief Research Officer, Idaho State Board of Education reviewed the performance measures. The data shared focuses on student centered data where the student actually has to participate.

- The expectation is that the vast majority of students graduate from high school within 4 years. That is 95% of the goal, which is not being met. Graduation rate is steady at 80%.
- That rate further varies if you are male or female and if you're economically disadvantaged or not economically disadvantaged.
- if you're an economically disadvantaged male only one third of you will not graduate in 4 years.
- During Covid, when the graduation requirements were relaxed, for the economically disadvantaged males more of them graduated from high school. Therefore, research would need to be done to figure out which graduation requirement has been the stop gap in getting more of the males in this category to graduate.
- Another expectation is that the vast majority of Idaho students will be participating in advanced opportunities. And another that the majority of high school graduates are going to be ready for college as measured by the ACT and SAT. Unfortunately, they are not there yet, but the trend is improving.
- The benchmarks for the ACT and the SAT are the same. However, there's a selection effect for the ACT. Almost everybody takes the SAT, students **select** to take the ACT. The reason the ACT looks closer to the benchmark is because you're talking about a select group of students already.
- For advanced opportunities, some students participate to such a degree that they are graduating high school with a college degree, so that goal is being met, representing 3% of high school students graduating high school with their associate's degree.

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- After graduating from high school, the expectation is that undergraduates are going to complete 30 or more credits per academic year so that they're going to be on track to graduate on time.
- There is an expectation that a percentage of the degrees being conferred are STEM degrees.

Superintendent Critchfield said the data around the SAT / ACT testing was important. SDE has been reviewing who is taking the testing as they are both voluntary and more students seem to take the ACT over the SAT for various reasons. However, a discussion on this topic would be timely and would help SDE as they decide if Idaho needs to have a contract with both of them, which would negate the need for those students to use their dual credit money to pay for the ACT, because both tests will be paid for by the State.

Mr. Gilbert made a final comment saying that given the presentation on STEM and the gap between supply and demand, the Board should take a fresh look at the STEM targets to make sure they align with the data that we just saw in terms of what the gap is and how many degrees we need to produce. An examination of the performance measures as a whole is warranted.

Briana Krebs, Research Communications Specialist, Idaho State Board of Education, spoke about the college go-on rates. She shared the following. College-going rates are Idaho high school students who graduate from an Idaho public high school, and then enroll in a public post or postsecondary institution. This data is therefore only looking at students who manage to graduate from a public high school in Idaho.

There are two main data sources for college-going rates. The first is the national Student Clearing House, which provides data for institutions that are outside of the State of Idaho, as well as some private institutions inside the State of Idaho. And then there is direct data from Idaho's 8 public post-secondary institutions. However, 3% of schools do not submit data to the National Student Clearing House.

Other data shared;

- College-going rates have declined since 2018-19.
- A majority of students enrolled in postsecondary education within three years after high school graduation.
- Female college-going rates have been declining since 2016-17.
- Male enrollment rates are lower than females and have also declined since 2016-17.
- A majority of students scored proficient on the 10th grade English Language Arts ISAT.
- Less than half of students scored proficient on the 10th grade math ISAT.
- A majority of females score proficient on the 10th grade ISAT ELA assessment.
- Less than 40% of females score proficient on the 10th grade math assessment.

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- Fewer males score proficient on the English Language ISAT than females.
- Slightly more males score proficient on the math ISAT than females.
- High-achieving males are the most likely to delay college enrollment.
- The largest group of students who enrolled in college are those who are proficient in both subjects.
- Surprisingly, 25% or more of students who are not proficient in either subject are also enrolling in public postsecondary institutions.

Recap (The ISAT)

- Proficiency scores for the 10th grade ISAT are higher for English Language Arts than math.
- Females are more likely than males to perform well on the English Language Arts assessment.

Recap (College-Going Rates)

- Have declined since the onset of COVID-19.
- Are around 40% in the fall immediately after high school graduation.
- Are around 60% within three years after high school graduation.
- Are higher for females than for males and remain so three years after high school graduation.
- Are impacted by the highest achieving males delaying enrollment.

Superintendent Critchfield said that she sees many Hispanic males leaving high school due to a perceived advantage getting right into the workforce as early as possible, whether it's to help themselves or help their families. For many students, male and female, that drop out, they don't see the relevancy of what they're learning in high school as a connection to something to make them successful outside of that, and some just lose interest. This is a national issue in not enough males going onto higher education. Dr. McHugh added that when she first came to the Board office a peer mentoring program was in place that targeted male students and it was very affective. Statistically significant causal impact showed that if you had a young male who could mentor you through the process, you were more likely to go on. And that's exactly what the student body President from LCSC said yesterday.

Dr. Clark shared a little of her conversation with the student body presidents / vice-presidents who told her they are having a hard time in getting students to want to participate in campus events, they seem to prefer to sit alone with their headphones on. Other items brought forward are that national trends are showing that high school students are graduating without a driver's license; have never had a job or a pay check; have never dated, or gone to a school dance. And while these things are in decline, trends are showing anxiety, depression, addiction increasing among students all with an inadequate number of counselors in schools to help with this crisis. These are all issues that need to be discussed. As a Board, it is our responsibility to answer the

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question and define what students must know, understand what they need to be successful as they prepare to join the workforce.

Cate Collins, Senior Research Analyst, Idaho State Board of Education, talked about the Opportunity Scholarship program.

She shared the following;

- The Idaho opportunity scholarship includes the traditional component and the adult learner component, and both of them include an award amount of up to \$3,500 per year for up to 4 years, and that means Awardees can receive up to \$14,000 over their entire educational career.
- Awardees can pursue certificates, associate's degrees, and bachelor's degrees on their way to that first bachelor. The program is aimed at encouraging that bachelor's degree completion, but awardees can also obtain certificates and associates degrees along the way.
- Applicants have to have at least a 2.7 or higher GPA. They also need to have graduated or will graduate from an Idaho high school and have filled out their FAFSA application.
- Once those new applicants are awarded they then become renewals, and they can renew for the next 3 years. Renewal requirements are a bit different. They are required to communicate with the State Board Office that they intend to renew, they need to maintain that 2.7 GPA and earn at least 24 credits per year while they're on the award. This is hopefully ensuring they are on the path to finishing at least their bachelor's degree.
- The vast majority of awardees are those high school seniors getting ready to enroll immediately after high school graduation.
- The opportunity scholarship program allows for adult learners, people coming back into education to receive an award as show in the data.
- Sixty percent of Idaho applications have some sort of financial need and not all are Pell eligible.
- Statistical analysis shows that the probability a student will attend college increases 9 percentage points if they are offered the Opportunity Scholarship.
- Preliminary statistical analysis also shows that the probability a student graduates with a bachelor's degree within four years increases 8 percentage points if they are offered the Opportunity Scholarship.
- At least 71 percent of Opportunity Scholarship recipients who earn an associate or bachelor's degree are employed in Idaho after graduation.
- The award from the Opportunity Scholarship has not increased in 6 years which means it is not keeping pace with the cost of tuition, housing and books.

Superintendent Critchfield asked Mr. Freeman to clarify. Is there a fixed amount of appropriation awarded for the Opportunity Scholarship and what happens when the money runs out? Mr. Freeman said that was correct, there is approximately \$20 million

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dollars appropriated for the Opportunity Scholarship. With the advent of the LAUNCH program it is anticipated that more students will use that program for funding and applications for the Opportunity Scholarship will fall perhaps allowing for a higher award of monies in the Opportunity Scholarship than is currently being allocated.

Mr. Liebich asked if the Opportunity Scholarship was meeting the needs of Idaho students. Ms. Collins said there was actually a wait list this year and the anticipation is that there will be an even longer wait list next year. A future decision for the Board will be whether to increase the award amount and see what impact that might have on the program.

There were no further comments or questions from the Board.

***For a full recap of the data from the Research team see;
<https://boardofed.idaho.gov/meetings/board/archive/2023/101823/06%20WORKSESSION.pdf>***

INFORMATION ITEMS

PPGA

1. Performance Measure Reports as Submitted to DFM for all Institutions and Agencies

BOARD ACTION

Dr. Clark adjourned the meeting at 12:25 p.m. (PT).

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**SPECIAL BOARD MEETING
November 13, 2023
OSBE Conference Room
Suite 307
Boise, ID 83720**

A special meeting of the Idaho State Board of Education was held at the offices of the Idaho State Board of Education on November 13, 2023. Board President Dr. Linda Clark called the meeting to order at 3:30 p.m. (MT).

Present

Dr. Linda Clark, President	Cindy Siddoway
William G. Gilbert, Vice-President	Cally Roach
Superintendent Critchfield, Secretary	
Kurt Liebich	

Absent

Dr. David Hill	Shawn Keough
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Monday, November 13, 2023 – 3:30 p.m. (Mountain Time)

Mr. Liebich reminded the Board members that these rules were brought forward at the August Board meeting in draft form. Since that time, board staff has worked with the Governor's office as well as gone through the process of getting public comment on each of these rules which will need to be voted on today.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Pending Rule 08-0102-2301 – Postsecondary Credit Scholarship Program

Jenn Thompson, Chief Policy and Government Affairs Officer, Idaho State Board of Education, said this pending rule is related to governing the post-secondary credit scholarship program. This is actually a repeal of the entire rule. The rule itself only applied to new scholarship awards and the application process, and recent legislation ended the ability to award new scholarships in this category so the rule is no longer relevant so it's just being repealed in its entirety.

BOARD ACTION

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M/S (Liebich / Roach) I move to approve pending rule docket number 08-0102-2301, as submitted in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Shawn Keough and Dr. David Hill were absent from voting. There were no comments or questions from the Board.

2. Pending Rule 08-0113-2302 – Opportunity Scholarship

Ms. Thompson said proposed revisions to IDAPA 08.01.13 address various edits to aid in the streamlined implementation of the statewide scholarship, to accommodate for the impact of recent legislation, and to account for any future delays for when the Free Application for Federal Student Aid (FAFSA) can be submitted.

Other proposed amendments to the pending rule will streamline the language through the removal of any unnecessary language that duplicates language or provisions established through the agency's policies and procedures.

Specifically, scholarship recipients attending a community college who accepted or renewed an award offer on or before June 30, 2023, are eligible to renew their scholarship if the awardee has completed a minimum of 18 credit hours or its equivalent for each of the academic years the student received an opportunity scholarship. This change ensures that grant awards offered and accepted prior to the statutory change (effective July 1, 2023) will be administered as per the law in effect when the award was offered and accepted. This change holds students harmless. As the current law requires, and the rule reflects, no new awards may be granted to students for the purpose of attending a community college on or after July 1, 2023.

BOARD ACTION

M/S (Liebich / Critchfield) I move to approve pending rule – Docket 08-0113-2302, as submitted in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Shawn Keough and Dr. David Hill were absent from voting.

There were no comments or questions from the Board.

3. Pending Rule 08-0203-2301 – Rules Governing Thoroughness

Ms. Thompson said amendments to the chapter are minimal and seek to remove duplicative language surrounding the satisfaction and engagement survey for alternative high schools. The duplicated language was identified by impacted stakeholders as having caused confusion. Survey requirements are outlined in the primary paragraph of section 112 of this rule. Reference to the same survey is not necessary to repeat in subsection 112.03.d., therefore it is proposed that the duplicative reference to the survey be removed.

BOARDWORK
DECEMBER 13, 2023

DRAFT Minutes November 13, 2023

BOARD ACTION

M/S (Liebich / Roach) I move to approve pending rule – Docket 08-0203-2301, as submitted in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Shawn Keough and Dr. David Hill were absent from voting.

There were no comments or questions from the Board.

4. Pending Rule 08-0401-2301 – Idaho Digital Learning Academy (IDLA)

Ms. Thompson shared that the proposed revisions include primarily the removal of procedures from IDAPA that are more appropriately managed by the IDLA governing board and already exist in IDLA policy. Recommended deletions include items such as removal of the specific consequences for plagiarism (Subsection 102.02.b) and of the specific requirements for teacher interaction with students (Subsection 102.02.d). These requirements exist in policy established by the IDLA governing board. Removing these provisions from IDAPA places their governance at the local level but does not require any change to current practices.

The agency did not receive feedback during the final public comment period. No changes were made during the proposed and pending rule stages.

BOARD ACTION

M/S (Liebich / Siddoway) I move to approve pending rule – Docket Number 08-0401-2301, as submitted in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Shawn Keough and Dr. David Hill were absent from voting.

There were no comments or questions from the Board.

5. Pending Rule Docket No. 55-0103-2301 – Career Technical Schools

Ms. Thompson said specific amendments to IDAPA 55.01.03 include technical changes such as updating the references from Career Technical Schools to Career Technical Centers and removing eligibility requirements that are already identified in Section 33-1002G, Idaho Code. More substantive changes include adding clarifying language identifying the process used for identifying student enrollment for reporting purposes for those who attend a career technical center charter school based on their residency within overlapping secondary school boundaries with the charter school attendance area, removing language around current career technical program requirements that apply to all approved career technical education programs and are therefore redundant in this rule, and removing specific funding distribution dates to allow for additional flexibility should all data be verified earlier allow for funds to be distributed earlier.

BOARD ACTION

BOARDWORK
DECEMBER 13, 2023

DRAFT Minutes November 13, 2023

M/S (Liebich / Gilbert) I move to approve pending rule Docket 55-0103-2301 as provided in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Shawn Keough and Dr. David Hill were absent from voting.

There were no comments or questions from the Board.

6. Pending Rule – Docket No. 55-0104-2301, Rules Governing Idaho Quality Program Standards Incentive Grants and Agricultural Education Program Start-Up Grants

Ms. Thompson highlighted that specific amendment changes include, removing duplicative language and streamlining the application process; the uses of funds were expanded to include student travel cost for field trips and required student organization activities; and additional technical changes removing unnecessary definitions and updating terms. Additionally, the appeals section was removed, as it was determined to be unnecessary. The agency did not receive feedback during the final public comment period, therefore there were no changes made during the proposed and pending rule stages.

BOARD ACTION

M/S (Liebich / Gilbert) I move to approve pending rule Docket 55-0104-2301 as provided in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Shawn Keough and Dr. David Hill were absent from voting.

There were no comments or questions from the Board.

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

BOARD ACTION

M/S (Gilbert / Critchfield) I move to adjourn the meeting at 3:43 p.m. (MT). A roll call vote was taken, and the motion carried 6-0. Shawn Keough and Dr. David Hill were absent from voting.

**CONSENT
DECEMBER 13, 2023**

TAB	DESCRIPTION	ACTION
1	BAHR – ISU FOOTBALL HEAD COACH CONTRACT	Action Item
2	BAHR – ISU MEN’S BASKETBALL HEAD COACH CONTRACT	Action Item
3	PPGA - ACCOUNTABILITY OVERSIGHT COMMITTEE APPOINTMENTS	Action Item
4	PPGA – IDAHO STATE REHABILITATION COUNCIL APPOINTMENTS	Action Item
5	PPGA – INDIAN EDUCATION COMMITTEE APPOINTMENTS	Action Item
6	PPGA – EMPOWERING PARENTS BUSINESS PROCEDURES	Action Item
7	SDE – CURRICULAR MATERIALS SELECTION COMMITTEE APPOINTMENTS	Action Item
8	SDE – EMERGENCY PROVISIONAL CERTIFICATES	Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023

IDAHO STATE UNIVERSITY

SUBJECT

Revised Multi-year contract for Cody Hawkins, Head Football Coach

REFERENCE

February 2023

The Idaho State Board of Education (Board) approved and Idaho State University extended a 5 year contract to Coach Hawkins, initiating February 20th 2023 and continuing to January 21st 2028. At that time at Idaho State University Athletics a customary provision in contracts was to make all supplemental compensation contingent upon a minimum SINGLE year APR score.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Due to the fact that the transfer portal, NIL, and frequent coaching changes have made single year APR extremely volatile, that clause could be detrimental to retaining quality head coaches in a competitive environment. Idaho State is proposing a change to a minimum standard in MULTI year APR score.

Idaho State University requests Board approval of the amendment to a minimum standard involving Multi-Year APR (930) rather than the volatile Single-Year APR threshold previously utilized, as it has become extremely erratic due to factors often outside of the control of a head coach.

In addition, at this opportunity and in an effort to continue the trajectory of excellent progress in year 1 of Coach Cody Hawkins' employment, ISU proposes the 5 year contract be extended for 1 year, beginning January 1, 2024 and continuing through January 26, 2029; a salary increase to \$222,000 to be more in line with the mid-range of BSC Head Football Coaches, and a modest increase of \$5K (maximum) each to the APR and WIN TOTAL bonus structures.

IMPACT

The new contract is requested to be for five (5) years, extending from 1/1/2024 to 1/26/2029. The salary increases to \$220,000.00 with incentives as follows:

Conference Championship or Co-Championship	\$7,500
Playoff Appearance	\$7,500
APR	\$10,000 maximum

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023

Multi-Year APR Score

960-969
970-979
980-989
990-999
1000

Incentive Pay Up To:

\$ 1,000.00
\$ 3,000.00
\$ 5,000.00
\$ 7,500.00
\$15,000.00

Average Home Game Attendance

\$10,000 maximum

Average Home Attendance

6,000 - 6,999
7,000 - 7,999
8,000 - 8,999
9,000 - 10,000

Incentive Pay Up To:

\$ 2,000
\$ 4,000
\$ 6,000
\$ 10,000

BSC Coach of the Year Recognition

\$7500

Number of Wins

\$15,000 maximum

Wins

7 wins
8 wins
9 wins
10 wins
11 wins
12 wins

Incentive Pay Up To:

\$ 5,000.00
\$ 6,000.00
\$ 7,000.00
\$ 8,000.00
\$15,000.00
\$20,000.00

Post-Season Playoff Wins

\$15,000 maximum

Play-in

8 Teams

1st Win

*\$ 5,000.00**

Round 2

16 Teams

2nd Win

\$ 5,000.00

Round 3

8 Teams

3rd Win

\$ 5,000.00

Round 4

4 Teams

4th Win

\$ 8,000.00

Round 5

2 Teams

5th Win

\$15,000.00

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

The base pay in the employment agreement reflects Coach's current base salary, and is subject to annual state mandated merit increases. The proposed

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023

employment agreement is in substantial conformance with the Board's model contract.

When the Board approved ISU's previous employment agreement for Head Football Coach Cody Hawkins in February 2023, it was common for coaching contracts to include a provision to make all supplemental compensation contingent upon APR score based on the performance of a single year. However, since the implementation of the college player transfer portal, NIL (name, image, and likeness) deals, and frequent coaching changes, it has created a dynamic that has made the single year APR measure extremely volatile. The outcome of not amending this clause could be detrimental to ISU's collegiate athletic programs, in retaining quality head coaches in an increasingly competitive and complex environment.

Staff recommends approval for ISU's request to enter a five (5) year employment agreement with current Men's Head Football Coach Cody Hawkins, as well as the university's proposed contract modification to a minimum standard in Multi-Year APR score of 930. The employment contract is defined to begin on January 1, 2024 and continue through January 26, 2029, with a salary increase to \$222,000 with an increase of \$5,000 to both the APR and WIN TOTAL bonus structures.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a five (5) employment agreement with Cody Hawkins, Head Football Coach, commencing on January 1, 2024 and terminating on January 26, 2029, at a base salary of \$222,000 and supplemental compensation provisions, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and Cody Hawkins (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 football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's 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 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of 5 years, commencing on January 1, 2024 and terminating, without further notice to Coach, on January 26, 2029 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 may be 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 \$222,000.00 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) 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
- c) 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 The potential supplemental compensation described herein shall be available to Coach and Assistant Coaches only in years when the following conditions are met: (1) Team Multi Year APR remains above the minimum threshold of 930 and (2) the Team operates within the assigned and agreed upon Football 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 conference champion or co-champion, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500 during the fiscal year in which the championship was 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 competes in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the playoff appearance occurred. 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 \$10,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; 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 and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

<u>Multi-Year APR Score</u>	<u>Incentive Pay Up To:</u>
950-959	\$ 1,000.00
960-969	\$ 2,000.00
970-979	\$ 3,000.00
980-989	\$ 5,000.00
990-999	\$ 7,500.00
1000	\$15,000.00

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if coach continues to be employed as the University's head football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. 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.

<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 10,000	\$10,000

3.2.5. Each year Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

<u>Wins</u>	<u>Incentive Pay Up To:</u>
7 wins	\$ 5,000.00
8 wins	\$ 6,000.00
9 wins	\$ 7,000.00
10 wins	\$ 8,000.00
11 wins	\$15,000.00
12 wins	\$20,000.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Coach's Assistants are eligible to receive supplemental compensation in the amount of \$2,000 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men's football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's Head Football 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 supplemental compensation.

Play-in	8 Teams	1st Win	\$ 5,000.00*
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Round 2	16 Teams	2nd Win	\$ 5,000.00
Round 3	8 Teams	3rd Win	\$ 5,000.00
Round 4	4 Teams	4th Win	\$ 8,000.00
Round 5	2 Teams	5th Win	\$15,000.00

*If a play-in game is needed and if it results in a win it extends the total bonus potential by \$5,000. The total possible National Championship winner computation bonus total is \$28,000.00 without a play-in game and \$38,000.00 if the run includes a play-in game.

3.2.9. **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth football 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 (Sport) camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer (Sport) camps, the University shall pay Coach any net revenues per year as supplemental compensation during each year of employment as head football coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

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

3.2.10. 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.

3.3 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, 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, but are not limited to: (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 football 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 Coach.
- 4.1.6. Coach shall be responsible for ensuring 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 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 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 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 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 any form of electronic, print, or social media, including 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 Director's consent;
- e) Any conduct of Coach that the university determines brings Coach or the University into general public disrepute, contempt, scandal or ridicule or that would, in the University's reasonable 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 reasonably 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; or
- 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 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, and 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: \$100,000 if separation occurs prior to July 1, 2028, and \$25,000 if separation occurs after July 1, 2028. 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 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. 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 Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. If required under Board policy, this Agreement shall not be effective unless approved by the Board. 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, 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, so long as such party uses its best efforts to remedy such a failure or delays if reasonable to do so 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 mail 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: Cody Hawkins
 Address on File with Human Resources at University

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,

service mark, 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: Cody Hawkins

Date: _____



ATHLETICS MULTI-YEAR CONTRACT
[COACH NAME], FOOTBALL HEAD COACH - [SPORT]

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY-(University), and ~~[LEGAL NAME OF COACH]~~ Cody Hawkins (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]~~ intercollegiate football team (Team).- Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. -Coach shall report and be responsible directly to the University's 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) 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 3.2.4-9 shall cease.

ARTICLE 2

2.1. Term. -This Agreement is for a fixed-term appointment of ~~[INSERT TERM OF YEARS 3 OR LESS]~~ 5 years, commencing on ~~[INSERT COMMENCEMENT DATE]~~ January 1, 2024 and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~ January 26, 2029 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 may be 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 ~~\$(INSERT SALARY AMOUNT IN USD)~~\$222,000.00 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 PresidentChief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (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
- c) 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 PresidentChief Executive Officer, in the President'sChief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the PresidentChief 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.

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~~3.2~~ Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach and Assistant Coaches only in years when the following conditions are met: (1) ~~[INSERT CONDITIONS SUCH AS MINIMUM Team Multi Year APR THRESHOLD]~~ remains above the minimum threshold of 930 and (2) the Team operates within the assigned and agreed upon ~~[TEAM/SPORT] budget~~ Football 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]~~ conference champion or co-champion, and if Coach continues to be employed as University's Head ~~[INSERT TEAM/SPORT] Coach~~ head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in ~~an~~ the amount ~~equal to [INSERT AMOUNT IN WEEKS]~~ of ~~Coach's Annual Salary~~ \$7,500 during the fiscal year in which the ~~[TRIGGER EVENT]~~ is championship was 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 competes in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the playoff appearance occurred. 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)~~ \$10,000.00 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~~ Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate; set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University 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 and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

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<u>To:</u>	<u>[TEAM/SPORT] Multi-Year APR Score:</u>	<u>Incentive Pay Up</u>
	950-959	\$ 1,000.00
	960-969	\$ 2,000.00
	970-979	\$ [USD AMOUNT] 3,000.00
	980-989	\$ [USD AMOUNT] 5,000.00
	990-999	\$ [USD AMOUNT] 7,500.00
	1000	\$ [USD AMOUNT] 15,000.00

3.2.43.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if coach continues to be employed as the University's head football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. 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.

<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 10,000	\$10,000

3.2.5. Each year Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

<u>Wins</u>	<u>Incentive Pay Up To:</u>
7 wins	\$ 5,000.00
8 wins	\$ 6,000.00
9 wins	\$ 7,000.00
10 wins	\$ 8,000.00
11 wins	\$15,000.00
12 wins	\$20,000.00

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The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Coach's Assistants are eligible to receive supplemental compensation in the amount of \$2,000 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men's football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's Head Football 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 supplemental compensation.

Play-in	8 Teams	1st Win	\$ 5,000.00*
Round 2	16 Teams	2nd Win	\$ 5,000.00
Round 3	8 Teams	3rd Win	\$ 5,000.00
Round 4	4 Teams	4th Win	\$ 8,000.00
Round 5	2 Teams	5th Win	\$15,000.00

*If a play-in game is needed and if it results in a win it extends the total bonus potential by \$5,000. The total possible National Championship winner computation bonus total is \$28,000.00 without a play-in game and \$38,000.00 if the run includes a play-in game.

3.2.9. (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth [TEAM/SPORT]football 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] Camps.(Sport) camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's [TEAM/SPORT]summer (Sport) camps, the University shall pay Coach ~~and Coach's designees according to the~~any net ~~proceeds generated by camps~~revenues per year as supplemental compensation during each year of employment as head [TEAM/SPORT]football coach at the University. This amount shall be paid ~~from within thirty (30) days after all camp accounts and a detailed accounting of all revenue and expenses provided to the Director~~bills have been paid.

3.3—Apparel Agreement-

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by Coach after the effective date of such termination, suspension, or

reassignment, and the University shall be released from all obligations relating thereto.

3.2.10. 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.

3.43 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;

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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, but are not limited to:~~ (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 football conference of which the University is a member.

~~4.1.5.~~ Coach is responsible for the actions of all institutional staff

4.1.5. 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~~ Coach.

~~4.1.6.~~ Coach shall be responsible ~~to ensure~~ for ensuring 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

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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~~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 ~~University Marketing and Communication~~the Chief Executive Officer.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the ~~President~~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 ~~President's Office~~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 ~~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~~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

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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 date of this contract as requested by the~~ Director Team's last regular season or ~~the Director's designee post-season competition.~~ 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~~ 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 any form of electronic, print, or social media, including 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:

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- 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 Director's consent;
- e) Any conduct of Coach that the ~~University~~university determines brings Coach or the University into general public disrepute, contempt, scandal, or ridicule or that would, in the University's reasonable 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 reasonably 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~~;~~ or

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- 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~~

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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~~-, and~~ Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

5.2.3~~The~~³The 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]~~ \$100,000 if separation occurs prior to July 1, 2028, and \$25,000 if separation occurs after July 1,

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2028. 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 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

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intercollegiate athletics program. 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~~Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. ~~This If required under Board policy, this~~ Agreement shall not be effective ~~until and unless executed~~approved by ~~both parties as set forth below the Board~~. In addition, the payment of any compensation pursuant to this ~~agreement~~Agreement shall be subject to the approval of the Board, ~~if required the Chief Executive Officer~~, and the ~~President~~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~~University's 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.

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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, so long as such party uses its best efforts to remedy such a failure or delays if reasonable to do so 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~~ University mail 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

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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]~~ Cody Hawkins
Address on File with Human Resources at University

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, service mark, 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

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Signature: _____
Printed Name: Kevin Satterlee

~~Idaho State University President~~Chief
Executive Officer

Date: _____

Signature: _____
Printed Name: ~~[GOACH NAME]~~Cody
Hawkins
~~Head Coach~~
[SPORT/TEAM]

Date: _____

~~[FOR ANY CONTRACT GREATER THAN 3 YEARS]~~ Approved by the Idaho State Board of
Education on the ____ day of _____, 20__.

~~[*Note: Multiyear employment agreements requiring Board approval are defined Board Policy~~
~~H.H.]~~



FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and Cody Hawkins (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 football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's 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 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of 5 years, commencing on ~~February 20, 2023~~ January 1, 2024 and terminating, without further notice to Coach, on January ~~21, 2028~~ 26, 2029 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 may be 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 \$~~210222~~222,000.00 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) 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
- c) 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 The potential supplemental compensation described herein shall be available to Coach and Assistant Coaches only in years when the following conditions are met: (1) Team ~~Single~~Multi Year APR ~~reaches-are~~remains above the minimum threshold of ~~945930~~ and (2) the Team operates within the assigned and agreed upon Football 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 conference champion or co-champion, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500 during the fiscal year in which the championship was 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 competes in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the playoff appearance occurred. 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 \$10,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; 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 and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

<u>Multi-Year APR Score</u>	<u>Incentive Pay Up To:</u>
950-959	\$ 1,000.00
960-969	\$ 2,000.00
970-979	\$ 3,000.00
980-989	\$ <u>5,000.00</u>
990-999	\$ 6,000 <u>7,500</u> .00
1000	\$ 10 <u>15</u> ,000.00

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if coach continues to be employed as the University's head football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. 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.

<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 10,000	\$10,000

3.2.5. Each year Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

<u>Wins</u>	<u>Incentive Pay Up To:</u>
7 wins	\$ 35 ,000.00
8 wins	\$ 46 ,000.00
9 wins	\$ 57 ,000.00
10 wins	\$ 68 ,000.00
11 wins	\$ 10 <u>15</u> ,000.00
12 wins	\$ 15 <u>20</u> ,000.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Coach's Assistants are eligible to receive supplemental compensation in the amount of \$2,000 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men's football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's Head Football 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 supplemental compensation.

Play-in	8 Teams	1st Win	\$ 5,000.00*
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Round 2	16 Teams	2nd Win	\$ 5,000.00
Round 3	8 Teams	3rd Win	\$ 5,000.00
Round 4	4 Teams	4th Win	\$ 8,000.00
Round 5	2 Teams	5th Win	\$15,000.00

*If a play-in game is needed and if it results in a win it extends the total bonus potential by \$5,000. The total possible National Championship winner computation bonus total is \$28,000.00 without a play-in game and \$38,000.00 if the run includes a play-in game.

3.2.9. (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth football 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 (Sport) camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer (Sport) camps, the University shall pay Coach any net revenues per year as supplemental compensation during each year of employment as head football coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

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

3.2.10. 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.

3.3 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, 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, but are not limited to: (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 football 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 Coach.

4.1.6. Coach shall be responsible for ensuring 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 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 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 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 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 any form of electronic, print, or social media, including 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 Director's consent;
- e) Any conduct of Coach that the university determines brings Coach or the University into general public disrepute, contempt, scandal or ridicule or that would, in the University's reasonable 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 reasonably 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; or
- 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. In~~ 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.

5.2.2In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach 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 ~~(College)~~ 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, and Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

~~5.2.2. The~~3The 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: \$100,000 if separation occurs prior to ~~August~~July 1, ~~2025~~2028, and \$25,000 if separation occurs after ~~August~~July 1, ~~2025~~2028. 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 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. 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 Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. If required under Board policy, this Agreement shall not be effective unless approved by the Board. 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, 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, so long as such party uses its best efforts to remedy such a failure or delays if reasonable to do so 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~~ University mail 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: Cody Hawkins

~~codynhawkins@gmail.com~~

Address on File with Human Resources at University

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, service mark, 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

Signature: _____
 Printed Name: Cody Hawkins

Date: _____

Date: _____

IDAHO STATE UNIVERSITY

FOOTBALL APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2018-19	2019-20	2020-21	2021-22	2022-23
Single Year APR	944	925	944	901	943**
National % Rank by Sport	30-40	*	*	*	*

MULTI-YEAR APR (4-Year Rolling Average)

Football	959	953	946	933	933**
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* Percentile not available or reported by NCAA following the COVID year due to disruption or not yet reported.

** Projected

Big Sky Conference Football Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Football Coach (Cody Hawkins) Contract

	INSTITUTION	BASE SALARY	INCENTIVES	TOTAL POSSIBLE COMPENSATION
1	Cal Poly	\$ 350,004.00	\$ 460,000.00	\$ 810,004.00
2	UC Davis	\$ 272,500.00	\$ 30,400.00	\$ 302,900.00
3	Eastern Washington	\$ 252,357.00	\$ 58,000.00	\$ 310,357.00
4	Northern Arizona	\$ 247,561.00	\$ 91,000.00	\$ 338,561.00
5	Sacramento State	\$ 242,004.00	\$ 389,600.00	\$ 631,604.00
6	Idaho State	\$ 222,000.00	\$ 95,500.00	\$ 317,500.00
7	Montana	\$ 221,813.00	\$ 330,000.00	\$ 551,813.00
8	Weber State	\$ 215,000.00	\$ 187,500.00	\$ 402,500.00
9	Montana State	\$ 210,437.00	\$ 367,500.00	\$ 577,937.00
10	Portland State	\$ 210,000.00	\$ 15,000.00	\$ 225,000.00
11	Northern Colorado	\$ 209,209.00	\$ 87,500.00	\$ 296,709.00
12	University of Idaho	\$ 175,011.00	\$ 203,500.00	\$ 378,500.00

	INSTITUTION	BASE SALARY
1	Cal Poly	\$ 350,004.00
2	UC Davis	\$ 272,500.00
3	Eastern Washington	\$ 252,357.00
4	Northern Arizona	\$ 247,561.00
5	Sacramento State	\$ 242,004.00
6	Idaho State	\$ 222,000.00
7	Montana	\$ 221,813.00
8	Weber State	\$ 215,000.00
9	Montana State	\$ 210,437.00
10	Portland State	\$ 210,000.00
11	Northern Colorado	\$ 209,209.00
12	University of Idaho	\$ 175,011.00

Big Sky Conference Football Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Football Coach (Cody Hawkins) Contract

INSTITUTION	LIQUIDATED DAMAGES CLAUSE?	STRUCTURE OF LIQUIDATED DAMAGES
Sacramento State	NO	NA
Weber State	YES	Termination by university is set amount depending upon remaining term, ranges from \$800,000 total to \$175,000 minimum. Termination by Coach is \$100,000.
Montana State	YES	Termination for convenience by University \$250,000 or remaining contract term, whichever is less. Termination by Coach \$250,000 or remaining contract term if separation occurs in the final 12 months.
Portland State	YES	\$30,000
Northern Arizona	YES	Termination for convenience is 50% of base salary for the remainder of the contract term. Termination by Coach 50% of remaining contract, or \$50,000 one time based on reason for departure.
Idaho		
Northern Colorado	YES	Termination by Coach requires payment by Coach of up to \$300,000 on a sliding scale which decreases until contract expiration.
Eastern Washington	YES	Termination for convenience by University requires 12 months of current salary. Termination by Coach requires an amount ranging from \$50-\$100K based on years remaining.
Montana	YES	Amount equal to base salary for the time remaining on the contract.
Southern Utah	YES	Termination by Coach requires payment on a sliding scale beginning at \$100,000 and decreasing until contract expiration.
Cal Poly	NO	NA
UC Davis	YES	Termination by university is base salary for current year, then 50% of base for following year and 25% of base salary for remaining term. Termination by Coach \$150,000.
Idaho State	YES	Termination by University is remaining contract terms minus other compensation secured by Coach upon receipt of alternative employment. Termination by Coach is \$100,000 until the final year, then \$25,000.

Head Football Coach Cody Hawkins Maximum Compensation Calculation: FY 2023-2028

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	*Assumes 2.5% CEC increase annually.
3.1.1	Annual Salary	\$ 222,000.00	\$ 227,550.00	\$ 233,238.75	\$ 239,069.72	\$ 245,046.46	
3.2.1	Bonus: Regular Season Championship	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
3.2.2	Bonus: FCS Playoff Appearance	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
3.2.3	Bonus: Academic Achievement	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
3.2.4	Bonus: Attendance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
3.2.5	Bonus: Coach of the Year	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
3.2.6	Bonus: Total Season Wins	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
3.2.8	Bonus: FCS Playoff Wins (Natl. Championship)	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	
Total Maximum Annual Compensation Under Proposed Contract:		\$ 327,500.00	\$ 333,050.00	\$ 338,738.75	\$ 344,569.72	\$ 350,546.46	

CONSENT
DECEMBER 13, 2023

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year contract for Ryan Looney, Head Men's Basketball Coach

REFERENCE

October 2022

The Idaho State Board of Education (Board) approved a five-year employment agreement with Head Men's Basketball Coach Ryan Looney. Pay and incentives approved at that time.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Board approved, and Idaho State University extended, a five-year contract to Coach Looney, initiating October 20th 2022 and continuing to May 7th, 2028. At that time, a customary provision in contracts was to make all supplemental compensation contingent upon a minimum SINGLE year APR score. Due to the fact that the transfer portal, NIL, and frequent coaching changes have made single year APR extremely volatile, that clause could be detrimental to retaining quality head coaches in a competitive environment. Idaho State is proposing a change to a minimum standard in MULTI year APR score by reducing the APR threshold as a **pre-condition** for other, non-APR bonuses. The proposed threshold is still in compliance with NCAA standards. The threshold for the APR specific bonus is not being reduced.

In addition, at this opportunity and in an effort to continue the trajectory of excellent progress during Coach Ryan Looney's employment, ISU proposes the 5-year (4 years, 5 months) contract be extended for an additional year, beginning January 1, 2024 and continuing through May 7, 2028. Contract may require renegotiation in 2024 pending outcomes of the 23-24 season.

IMPACT

The new contract will be for 4 years 5 months, extending from 1/1/2024 to 5/7/28. The previous salary of \$123,687.00 has been changed to \$126,386.00 to reflect the 2023 CEC increase. The following incentives remain the same as the prior contract:

- 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 single year APR is above 970 and (2) the Team operates within the assigned and agreed upon Men's Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

CONSENT
DECEMBER 13, 2023

- 3.2.1. Each year the Team is the Big Sky Conference Regular Season Champion or Co-Champion, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$6,000 during the fiscal year in which the Championship or Co-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 Coach is named Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the Big Sky Conference Coach of the Year honor is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.
- 3.2.3. Each year the Team wins the Big Sky Conference Men's Basketball Tournament, or otherwise earns a bid to the NCAA Men's Basketball Championship, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the NCAA Tournament Bid is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.
- 3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$6,000 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.

CONSENT
DECEMBER 13, 2023

<u>Men's Basketball Single Year APR Score:</u>	<u>Incentive Pay Up To:</u>
970-979	\$ 3,000
980-989	\$ 3,500
990-999	\$ 4,000
1000	\$ 6,000

3.2.5 Record Bonus. The University will provide to Coach supplemental compensation in the amount of \$4,000 for winning eighteen or nineteen (18 or 19) regular season Division I Men's Basketball games, and \$6,000 for winning twenty (20) or more regular season Division I Men's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the record was achieved.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.7 Each year the Team advances in the NIT Men's Basketball Postseason Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th win	\$6,000

CONSENT
DECEMBER 13, 2023

Possible bonus compensation total for winning NIT Men's Basketball Postseason Tournament is \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

- 3.2.8 Coach shall receive the sum of \$15,000.00 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). To receive this bonus Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the bonus was achieved. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

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

The base pay in the employment agreement reflects ISU Head Men's Basketball Coach, Ryan Looney's current base salary, and is subject to annual state authorized merit increases. The proposed employment agreement is in substantial conformance with the Board's model contract.

When the Board approved ISU's Coach employment agreement in October 2022, it was common for coaching contracts to include a provision to make all supplemental compensation contingent upon APR score based on the performance of a single year. However, since the implementation of the college player transfer portal, NIL (name, image, and likeness) deals, and frequent coaching changes, it has created a dynamic that has made the single year APR measure extremely volatile. The outcome of not amending this clause could be detrimental to ISU's collegiate athletic programs, in retaining quality head coaches in an increasingly competitive and complex environment.

Staff supports ISU's request to enter into a 4 year 5 month employment agreement with current Men's Head Basketball Coach Ryan Looney as well as the University's proposed contract change to a minimum standard in MULTI year

CONSENT
DECEMBER 13, 2023

APR score of 950 or better when it comes to supplemental compensation.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a 4-year 5 month employment agreement with Ryan Looney, Head Men's Basketball Coach, commencing on January 1, 2024 and terminating on May 7, 2028, at a base salary of \$123,687 and supplemental compensation provisions, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**Idaho State
University**

**ATHLETICS MULTI-YEAR CONTRACT
RYAN LOONEY, HEAD COACH - MEN'S BASKETBALL**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and RYAN LOONEY(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 Men'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 approximately four (4) years and five (5) months, commencing on January 1, 2023 and terminating, without further notice to Coach, on May 7th, 2028 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 \$126,386 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) 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
- c) 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) the multi year APR is above the minimum threshold of 930 and (2) the Team operates within the assigned and agreed upon Men'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 Big Sky Conference Regular Season Champion or Co-Champion, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$6,000 during the fiscal year in which the Championship or Co-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 Coach is named Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the Big Sky Conference Coach of the Year honor is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team wins the Big Sky Conference Men's Basketball Tournament, or otherwise earns a bid to the NCAA Men's Basketball Championship, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the NCAA Tournament Bid is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$6,000 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.

<u>Men's Basketball Single Year APR Score:</u>	<u>Incentive Pay Up To:</u>
970-979	\$ 3,000
980-989	\$ 3,500
990-999	\$ 4,000
1000	\$ 6,000

3.2.5 Record Bonus. The University will provide to Coach supplemental compensation in the amount of \$4,000 for winning eighteen or nineteen (18 or 19) regular season Division I Men's Basketball games, and \$6,000 for winning twenty (20) or more regular season Division I Men's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 930 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the record was achieved.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
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Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.7 Each year the Team advances in the NIT Men's Basketball Postseason Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th win	\$6,000

Possible bonus compensation total for winning NIT Men's Basketball Postseason Tournament is \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.8 Coach shall receive the sum of \$15,000.00 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). To receive this bonus Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the bonus was achieved. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.9 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth Idaho State University Men'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 Men'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 Men'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 Men'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: \$100,000.00 if termination occurs within one year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three

years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date. 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. 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, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so 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: Ryan Looney
 Last address on file with
 Idaho State University Human Resources

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

Signature: _____
 Printed Name: Kevin Satterlee
 Idaho State University President
 Date: _____

Coach

Signature: _____
 Printed Name: Ryan Looney
 Head Coach
 Men's Basketball
 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.]



ATHLETICS MULTI-YEAR CONTRACT

~~[COACH NAME]~~, RYAN LOONEY, HEAD COACH - ~~[SPORT]~~ MEN'S BASKETBALL

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and ~~[LEGAL NAME OF COACH]~~ RYAN LOONEY (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]~~ Men'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]~~ approximately four (4) years and five (5) months, commencing on ~~[INSERT COMMENCEMENT DATE]~~ January 1, 2024 and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~ May 7th, 2028 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 ~~\$(INSERT SALARY AMOUNT IN USD)~~\$126,386 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) 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
- c) 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~~the multi year APR THRESHOLD is above the minimum threshold of 930 and (2) the Team operates within the assigned and agreed upon ~~TEAM/SPORT~~Men'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~~Big Sky Conference Regular Season Champion or Co-Champion, and if Coach continues to be employed as University's Head ~~INSERT TEAM/SPORT~~Men's Basketball Coach as of the ensuing ~~July~~May 1st, the University shall pay to Coach supplemental compensation in an amount equal to ~~INSERT AMOUNT IN WEEKS~~ of

~~Coach's Annual Salary \$6,000~~ during the fiscal year in which the ~~[TRIGGER EVENT] Championship or Co-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. 3. Each year Coach is named Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the Big Sky Conference Coach of the Year honor is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3. Each year the Team wins the Big Sky Conference Men's Basketball Tournament, or otherwise earns a bid to the NCAA Men's Basketball Championship, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2-) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the NCAA Tournament Bid is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.4~~ Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~[\$[INSERT USD AMOUNT] \$6,000]~~ 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.

~~[TEAM/SPORT] Men's Basketball Single Year APR Score:~~

~~_____ Incentive Pay Up To:~~

970-979	\$ [USD AMOUNT]	\$ 3,000
980-989	\$ [USD AMOUNT]	\$ 3,500
990-999	\$ [USD AMOUNT]	\$ 4,000
1000	\$ [USD AMOUNT]	\$ 6,000

~~3.2.43.2.5 Record Bonus. The University will provide to Coach supplemental compensation in the amount of \$4,000 for winning eighteen or nineteen (18 or 19) regular season Division I Men's Basketball games, and \$6,000 for winning twenty (20) or more regular season~~

Division I Men's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 930 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the record was achieved.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.7 Each year the Team advances in the NIT Men's Basketball Postseason Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th win	\$6,000

Possible bonus compensation total for winning NIT Men's Basketball Postseason Tournament is \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.8 Coach shall receive the sum of \$15,000.00 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). To receive this bonus Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the bonus was achieved. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.9 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth [TEAM/SPORT]Idaho State University Men'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]Men'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]Men'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]Men'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]~~, \$100,000.00 if termination occurs within one year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date. 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. 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, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so 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] Ryan Looney
Last address on file with
Idaho State University Human Resources

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

Signature: _____
 Printed Name: Kevin Satterlee
 Idaho State University President
 Date: _____

Coach

Signature: _____
 Printed Name: [GOACH NAME] Ryan Looney
 Head Coach
[SPORT/TEAM] Men's Basketball
 Date: _____

~~[FOR ANY CONTRACT GREATER THAN 3 YEARS]~~ 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
RYAN LOONEY, HEAD COACH - MEN'S BASKETBALL**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and RYAN LOONEY(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 Men'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 approximately four (4) years and ~~seven (7)~~five (5) months, commencing on ~~October 20, 2022~~January 1, 2024 and terminating, without further notice to Coach, on May 7th, ~~2027~~2028 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 ~~\$123,687~~126,386 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) 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
- c) 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) the ~~single~~multi year APR is above ~~970~~the minimum threshold of 930 and (2) the Team operates within the assigned and agreed upon Men'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 Big Sky Conference Regular Season Champion or Co-Champion, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$6,000 during the fiscal year in which the Championship or Co-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 Coach is named Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the Big Sky Conference Coach of the Year honor is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team wins the Big Sky Conference Men's Basketball Tournament, or otherwise earns a bid to the NCAA Men's Basketball Championship, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the NCAA Tournament Bid is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$6,000 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.

<u>Men's Basketball Single Year APR Score:</u>	<u>Incentive Pay Up To:</u>
970-979	\$ 3,000
980-989	\$ 3,500
990-999	\$ 4,000
1000	\$ 6,000

3.2.5 Record Bonus. The University will provide to Coach supplemental compensation in the amount of \$4,000 for winning eighteen or nineteen (18 or 19) regular season Division I Men's Basketball games, and \$6,000 for winning twenty (20) or more regular season Division I Men's Basketball ~~games~~games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950-930 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the record was achieved.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.7 Each year the Team advances in the NIT Men's Basketball Postseason Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th win	\$6,000

Possible bonus compensation total for winning NIT Men's Basketball Postseason Tournament is \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.8 Coach shall receive the sum of \$15,000.00 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). To receive this bonus Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the bonus was achieved. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.9 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth Idaho State University Men'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 Men'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 Men'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 Men'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: \$100,000.00 if termination occurs within one

year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date. 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. 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, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so 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: Ryan Looney
 Last address on file with
 Idaho State University Human Resources

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

Signature: _____
 Printed Name: Kevin Satterlee
 Idaho State University President
 Date: _____

Coach

Signature: _____
 Printed Name: Ryan Looney
 Head Coach
 Men's Basketball
 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

Men's Basketball

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2017-18	2018-19	2019-20	2020-21	2022-23	REPORT YEAR
Men's Basketball	980	981	981	912	1000*	Raw Score for single year
Percentile Rank within Sport	20-30	20-30	Not Calculated	40-50	max	

MULTI-YEAR APR (4-Year Rolling Average)

Men's Basketball	949	955	975	967	970
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*Projected

Big Sky Conference Men's Basketball Head Coach Salary and Incentives Chart
Supporting Information for ISU Head Men's Basketball Coach (Ryan Looney) Contract

INSTITUTION	BASE SALARY	INCENTIVES
Sacramento State	\$ 300,000.00	Annual 7% of current base salary in retention bonus \$150,000 Talent Fee (for appearing to media and fundraising events) BSC Coach of the Year \$10,000 Big Sky Tournament Champion \$10,000 Big Sky Regular Season Champion \$15,000 At large selection to NCAA Tournament \$15,000 Named National Coach of the Year \$15,000 Each NCAA Tournament win \$20,000 NIT Invitation \$15,000 Each NIT Tournament Win \$15,000 National Championship \$50,000 Rolling APR of 940 or above \$5,000 GPA of 3.0 or above \$5,000 GSR of 86% or above \$5,000
Weber State	\$ 167,294.00	Big Sky Regular Season Champion \$2,000 Big Sky Tournament Champion \$2,000 APR of 950 or greater \$2,000 BSC Coach of the Year \$2,000 NCAA Tournament win in Rounds 1, 2, or 3 - \$10,000 each win NCAA Tournament win beyond Round 3 - \$25,000 each win Each NIT Tournament Win in Rounds 1,2,3 - \$1,500 each win NIT Tournament Win beyond Round 3 - \$5,000 each win
Montana State	\$ 185,711.00	Retention bonus of \$50,000 annually to remain employed at July 1st each year Contract states Coach will be paid "an amount agreed upon by AD annually" for media appearances GPA of 2.9 - 3.10 grants a bonus of \$2,000 - \$4,000 respectively APR of 950 or greater \$2,500 GSR above national average \$5,000 No "0/2" calculations for APR \$1,000 \$30,000 Fundraising Bonus BSC Coach of the Year \$5,000 BSC Regular Season Championship \$5,000 BSC Tournament Championship OR At Large NCAA Bid \$15,000 NIT Tournament up to \$15,000 depending upon wins NCAA Tournament up to \$140,000 depending upon wins Up to \$8,500 attendance bonuses depending upon increase from prior year
Portland State	\$ 165,000.00	\$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 980 or higher \$5,000 for earning a BSC regular season Championship, including a tie \$5,000 for earning BSC Coach of the Year
Northern Arizona	\$ 213,117.00	\$4,000 - \$5,000 for Team GPA of 3.2 - 3.5+ respectively \$2,000 - \$7,500 for APR of 950-1000 ascending \$8,000 for BSC Regular Season Championship, including ties \$8,000 for BSC Tournament Championship \$4,000 for each NCAA Tournament win \$4,000 for NIT appearance \$8,000 for NIT Championship \$5,000 for BSC Coach of the Year
Idaho	\$ 135,262.00	\$20,000 Media Bonus \$2,000 for APR of 950+, \$5,000 for 985+ BSC Coach of the Year \$2,000 BSC Regular Season Championship 1/13th of salary
Northern Colorado	\$ 174,626.00	\$5,000 for GPA over 2.8 in each semester (\$2,500 per semester) \$2,500 for APR above 940 \$2,500 for GSR above 80% \$1,500 for any student athlete being named NCAA Academic All America Team \$1,000 for meeting marketing and communications expectations of the AD \$2,500 for meeting the expectations of the University Compliance Office \$1,500 for a top 5 finish in BSC standings \$1,000 for BSC Regular Season Championship \$2,500 for making the NCAA Tournament
Eastern Washington	\$ 164,000.00	\$2,500 for 20 wins vs. Division I opponents \$2,500 for Team GPA 3.0+ \$2,500 for APR above 940 \$5,000 for BSC Regular Season Championship \$5,000 for BSC Tournament Championship \$1,000 for each BSC Tournament Win, a bye is considered a Win

		\$2,500 for BSC Coach of the Year \$2,500 for NIT appearance plus \$2,500 for each NIT win \$5,000 for NCAA At Large Bid, plus \$5,000 for each NCAA Tournament Win \$5,000 for each win over a guarantee game opponent
Montana	\$ 197,002.00	Retention bonus of \$50,000 annually to remain employed at July 1st each year Contract states Coach will be paid "an amount agreed upon by AD annually" for media appearances GPA of 2.9 - 3.10 grants a bonus of \$2,000 - \$4,000 respectively APR of 950 or greater \$2,500 GSR above national average \$5,000 No "0/2" calculations for APR \$1,000 \$30,000 Fundraising Bonus BSC Coach of the Year \$5,000 BSC Regular Season Championship \$5,000 BSC Tournament Championship OR At Large NCAA Bid \$15,000 NIT Tournament up to \$15,000 depending upon wins NCAA Tournament up to \$140,000 depending upon wins Up to \$8,500 attendance bonuses depending upon increase from prior year
Idaho State	\$ 126,386.00	\$6,000 for BSC Regular Season Championship Two Weeks salary for BSC Coach of the Year Two Weeks salary for BSC Tournament Championship \$3,000 - \$6,000 for APR 970-1000 \$4,000 for 18 or 19 Wins, \$6,00 for 20 or more Wins NCAA Tournament Wins Round 164 Teams1st win\$ 5,000 Round 232 Teams2nd win\$10,000 Round 316 Teams3rd win\$12,000 Round 48 Teams4th win\$15,000 Round 54 Teams5th win\$20,000 Round 62 Teams6th win\$30,000 NIT Wins Round 132 Teams1st win\$2,000 Round 216 Teams2nd win\$3,000 Round 38 Teams3rd win\$4,000 Round 44 Teams4th win\$5,000 Round 52 Teams5th win\$6,000 \$15,000 Media bonus

Big Sky Conference Men's Basketball Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Men's Basketball Coach (Ryan Looney) Contract

INSTITUTION	LENGTH OF CONTRACT	2021 Total Compensation	LIQUIDATED DAMAGES CLAUSE?	TYPE OF LIQUIDATED DAMAGES CLAUSE	STRUCTURE OF LIQUIDATED DAMAGES
Sacramento State	6 years, automatic 1 year extension for 4th place finish or .500 record	\$ 210,500.00	NO	Coach must inform the Director if Coach is seeking another position and obtain a release to do so.	
Weber State	3 years	\$ 120,068.00	YES	Flat Rate	\$40,000
Montana State	4 years	\$ 323,009.60	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.
Portland State	5 years	\$ 165,000.00	YES	Flat Rate	\$30,000
Northern Arizona	5 years	\$ 214,058.00	YES	Descending rate from Year 1 to Year 5	\$40,000 to \$10,000
Idaho	3 years	\$ 137,500.00	YES	Sliding Scale	Coach will pay 1/2 of the remaining total salary for the remainder of the contract
Northern Colorado	5 years	\$ 170,646.00	YES	Descending rate from Year 1 to Year 5	\$200,000 - \$50,000
Eastern Washington	5 years	\$87,000 (Coach was appointed partially through the year)	YES	Flat Rate	An amount equal to 6 months current base salary.
Montana	4 years	\$ 236,711.00	YES	Flat Rate or 1/2 remaining	\$250,000 or 1/2 amount remaining in salary for entire contract
Idaho State	5 years	\$ 142,477.00	YES	Flat Rate	\$20,000

Coach Ryan Looney Maximum Compensation Calculation: FY 2022-2027

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1	Annual Salary*	\$ 126,386.00	\$ 129,545.65	\$ 132,784.29	\$ 136,103.90	\$ 139,506.50
3.2.1	Bonus: Regular Season Championship	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
3.2.2	Bonus: BSC Coach of the Year	\$ 4,757.19	\$ 4,757.19	\$ 4,757.19	\$ 4,757.19	\$ 4,757.19
3.2.3	Bonus: BSC Tournament Champion	\$ 4,757.19	\$ 4,757.19	\$ 4,757.19	\$ 4,757.19	\$ 4,757.19
3.2.4	Bonus: APR Max	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
3.2.5	Bonus: Record Bonus Max	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
3.2.6	Bonus: NCAA Tournament Wins Max	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00
3.2.7	Bonus: NIT Wins Max	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
3.2.8	Bonus: Media Bonus	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Total Maximum Annual Compensation Under Proposed Contract:		\$ 188,900.38	\$ 192,060.03	\$ 195,298.67	\$ 198,618.28	\$ 202,020.88

*Assumes a 2.5% annual CEC increase.

CONSENT
DECEMBER 13, 2023

SUBJECT

Accountability Oversight Committee Appointments

REFERENCE

April 2010	Board approved Board Policy III.AA, creating the Accountability Oversight Committee.
April 2016	Board approved second reading of proposed amendments to Board Policy I.Q. to revise the Accountability Oversight Committee membership by adding a fifth at-large member who has a background in special education.
October 2018	Board approved second reading of proposed amendments to Board Policy I.Q. adding two (2) members to the committee and further designating representation.
April 2021	Board approved reappointment of Laurie Copmann and Jodie Mills.
June 2021	Board approved appointment of Iris Chimburas.
June 2022	Board approved appointment of Wendy Johnson and reappointment of Julian Duffey, Anne Ritter, and Roger Stewart.
August 2023	Board approved reappointment of Iris Chimburas and Jodie Mills.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.Q.
Accountability Oversight Committee

BACKGROUND/DISCUSSION

The Board's Accountability Oversight Committee (AOC) was established in April 2010 as an ad-hoc committee of the Idaho State Board of Education. The committee is charged with providing "recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed." Board Policy I.Q., Accountability Oversight Committee, outlines the membership and responsibilities of the committee. The committee consists of:

- Two Board members
- The Superintendent of Public Instruction (or designee)
- One member with special education experience
- One member with experience serving in a school district with a focus on assessment and accountability
- One member with experience as a district superintendent
- One member with experience as a school principal or charter school administrator

CONSENT
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- One person with experience working with student achievement assessments and data
- Two members at-large.

In July 2023, Laurie Copmann indicated that she would not be seeking AOC reappointment, but agreed to serve on the committee until her replacement was confirmed by the Board. Laurie has served in the designated seat for a member with experience as a school principal or charter school administrator since 2019.

To fill this vacancy, the committee sought nominations from committee members and stakeholder groups. Three individuals were recommended for consideration, and two individuals confirmed interest in serving. At their November 9, 2023 meeting, the committee reviewed resumes of the interested potential members. The committee voted to recommend Geoff Penrose to fill the vacancy.

Geoff Penrose has over twenty years of experience as an educator, including fifteen as a building-level administrator. He is currently the Principal of Sandpoint Middle School in Sandpoint, Idaho. Geoff previously served as the Principal of Lake Pend Oreille High School for nine years and as a middle school principal and assistant principal in Oregon and Alaska for six years. Prior to serving in school administration, Geoff was a middle school teacher and high school teacher and advisor. Geoff Penrose has a Bachelor of Arts in English Literature from Hope College, a Master of Educational Leadership from the University of Alaska Anchorage, and an Educational Specialist degree from Northwest Nazarene University. His resume is provided as Attachment 2.

IMPACT

Appointment of Geoff Penrose will ensure the committee is complete through June 30, 2024.

ATTACHMENTS

Attachment 1 – Current Accountability Oversight Committee Membership List
Attachment 2 – Geoff Penrose Resume

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy I.Q., terms run from July 1 through June 30 of the applicable year. In making appointments to the Accountability Oversight Committee, consideration should be given to the appointees' background, representative district / school size, and regional distribution.

Staff recommends appointment of Geoff Penrose.

BOARD ACTION

I move to approve the appointment of Geoff Penrose to the Accountability Oversight Committee, as the member with experience as a school principal or

CONSENT
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charter school administrator, for a term of 2 years commencing December 13, 2023 and ending on June 30, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ACCOUNTABILITY OVERSIGHT COMMITTEE
JULY 2023

State Board of Education Member Ex-Officio Linda Clark Secretary State Board of Education	State Board of Education Member Ex-Officio Cindy Siddoway Member State Board of Education
Superintendent of Public Instruction or Designee Ex-Officio Ryan Cantrell Deputy Superintendent State Department of Education	Committee Chair, Student Achievement Assessment and Data Representative Term: July 1, 2022 - June 30, 2024 Roger Stewart Retired Professor, College of Education Boise State University
School District Assessment and Accountability Representative Term: July 1, 2021 - June 30, 2023 Jodie Mills Chief Academic Officer Boise School District #1	School District Superintendent Representative Term: July 1, 2022 - June 30, 2024 Wendy Johnson Superintendent Kuna School District #3
School Level Administrator Representative Term: July 1, 2021 - June 30, 2023 Vacant (Laurie Copmann serving until a new member is confirmed)	Special Education Representative Term: July 1, 2022 - June 30, 2024 Julian Duffey Director of Special Education Jefferson County School District #251
Member At Large Term: July 1, 2021 - June 30, 2023 Iris Chimburas Director of Indian Education Lapwai School District #341	Member At Large Term: July 1, 2022 - June 30, 2024 Anne Ritter Board Member Meridian Medical Arts Charter School
Board Staff Support Alison Henken K-12 Accountability and Projects Program Manager Office of the State Board of Education alison.henken@osbe.idaho.gov 208-332-1579	

Education

B.A. in English Literature

June, 1990

Hope College (Holland, Michigan)

Master of Fine Arts in Creative Writing

December, 1995

University of Alaska Fairbanks (Fairbanks, Alaska)

Teacher Certification Program

June, 2001

University of Alaska Anchorage (Anchorage, Alaska)

Master of Educational Leadership

May, 2007

University of Alaska Anchorage (Anchorage, Alaska)

Education Specialist – Superintendent

January, 2018

Northwest Nazarene University (Nampa, Idaho)

Experience in Education

≧Principal 2022-Present

Sandpoint Middle School (Sandpoint, Idaho)

≧Principal 2013-2022

Lake Pend Oreille High School (Sandpoint, Idaho)

≧Principal 2011-2013

Cheldelin Middle School (Corvallis, Oregon)

≧Assistant Principal 2010-2011

Cheldelin Middle School (Corvallis, Oregon)

≧Assistant Principal 2007 – 2010

Palmer Junior Middle School (Palmer, Alaska)

≧High School Teacher/Advisor 2002 - 2007

Burchell Alternative High School (Wasilla, Alaska)

≧Middle School Teacher 2001 - 2002

Alternative Placement Services (Palmer, Alaska)

≧Substitute Teacher 1999 - 2001

Matanuska-Susitna Borough School District (Palmer, Alaska)

≡ **Adjunct Faculty** *1999 - 2001*

Sheldon Jackson College (Sitka, Alaska)

≡ **Instructor** *1993 - 1994*

University of Alaska Fairbanks (Fairbanks, Alaska)

≡ **Tutor** *1993 - 1994*

University of Alaska Fairbanks Writing Center (Fairbanks, Alaska)

Other Volunteer/Service Experiences

- Selkirk Outdoor Leadership and Education (S.O.L.E.)
 - Board of Directors, 2018 to 2020
- Selkirk School
 - Board of Directors, 2013 to 2015
- Sunnyside Water Association
 - Vice President, 2018 to Present

Additional Trainings/Activities

Six Traits of Effective Writing Training, 2002
The Reading Apprenticeship Training, 2004
C.O.R.E. Literacy Leadership Training, 2007
MSBSD Social Studies Curriculum Writing Team, 2008
MSBSD Response to Intervention Implementation Work Group, 2009
State of Alaska Career Readiness Certificate Work Group, 2009
Committee for Exceptional Children National Conference, 2009
WorkKeys National Conference, 2009
Professional Learning Communities at Work Conference, 2010
Second Step Violence Prevention Training, 2010
Idaho Principals Network, 2013 - 2021
Visible Learning National Conference, 2016
Marzano Proficiency Scales Institute, 2017

Other Professional Experience

≡ **Caviar Production and Sales Manager** *1990 - 2003*

Wards Cove Packing Company (various locations throughout coastal Alaska and Seattle)

**CONSENT
DECEMBER 18, 2023**

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership (Council) Membership

REFERENCE

April 2018	Board appointed two current members to the Council and one new member.
June 2018	Board appointed two members to the Council.
August 2018	Board appointed one new member and re-appointed a former member to the Council.
June 2019	Board appointed three new members to the Council.
August 2019	Board appointed one new member to the Council.
October 2019	Board appointed one new member to the Council.
April 2020	Board appointed one new member and re-appointed two members to the Council.
June 2020	Board appointed four new members and re-appointed one member to the Council.
October 2020	Board appointed two new members to the Council.
June 2021	Board appointed one new member and re-appointed four members to the Council.
August 2021	Board appointed two new members to the Council.
October 2021	Board appointed one new member to the Council.
December 2022	Board appointed three new members to the Council.
October 2023	Board appointed one current member to the Council.

APPLICABLE STATUTE, RULE, OR POLICY

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

Idaho Code § 33-2202

Idaho Code § 33-2303

Code of Federal Regulations 34 CFR § 361

BACKGROUND/DISCUSSION

Code of Federal Regulations (34 CFR § 361.17) sets out the requirements for the State Rehabilitation Council, including the appointment and composition of State Rehabilitation Councils. The regulations require members of state councils to be appointed by the Governor or, in the case of a state that under State law vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Idaho Code § 33-2303 designates the State Board for Career Technical Education as that entity. Idaho Code § 33-2202 designates the State Board of Education as the State Board for Career Technical Education "for the purpose of carrying into effect any acts by Congress "affecting vocational rehabilitation."

CONSENT
DECEMBER 18, 2023

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director, or another individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of, and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulations specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR § 361.5(b)(28) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to

CONSENT
DECEMBER 18, 2023

the remaining members of the Council after making the original appointment.

The Council currently has five (5) nominations for Board consideration as follows:

The Council is recommending appointment of Angie Tuft as representative of Business, Industry and Labor.

The Council is recommending appointment of Jeff DeForest as representative of Business, Industry and Labor.

The Council is recommending appointment of Lucas Rose as a representative of Business, Industry and Labor.

The Council is recommending appointment of Emily Flynn, as a representative of VR Counselor – General.

The Council is recommending appointment of Kent Ireton, as representative of VR Counselor - Pre-Employment Transition Services

IMPACT

The reappointments will maintain compliance with CFR 34 Part 361.16 and result in fifteen (20) total members.

ATTACHMENTS

Attachment 1 – Current Council Membership

STAFF COMMENTS AND RECOMMENDATIONS

The requested appointment meets the provisions of Board policy IV.G. State Rehabilitation Council, and the applicable Federal regulations.

Staff recommends approval.

BOARD ACTION

I move to appoint Angie Tuft as a representative of Business, Labor, and Industry for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Jeff DeForest as a representative of Business, Labor, and Industry for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
DECEMBER 18, 2023

I move to appoint Lucas Rose as a representative of Business, Labor, and Industry for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Emily Flynn as a representative of VR Counselor General for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Kent Ireton as a representative of VR Counselor Pre-Employment Transition Services for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SRC Membership Composition

Members Shall Represent	Representation Required	Name	Region	Term	Term Ends	Voting Member	#
Former Applicant or Recipient of VR services	Minimum 1	Mark Reinhardt	Treasure Valley	1st	12/20/2025	Yes	1
		Stephanie Taylor-Thompson	Idaho Falls	1st	08/25/2024	Yes	2
Parent Training & Information Center	Minimum 1	Sarah Gornik	Treasure Valley	2nd	6/30/2024	Yes	3
Client Assistant Program	Minimum 1	Nancy Grant	Treasure Valley	1st	Effective 12/21/2022 No term limit	Yes	4
Vocational Rehabilitation Counselor	Minimum 1	David White	Treasure Valley	1st	06/30/2024	No	5
Community Rehabilitation Program	Minimum 1	Pam Harris	Coeur d'Alene	2nd	06/30/2024	Yes	6
Business, Industry and Labor	Minimum 4	Diana Colgrove	Coeur d'Alene	1st	12/20/2025	Yes	7
		Darin Lindig	Treasure Valley	2nd	05/31/2024	Yes	8
		Vacant					
		Vacant					
Disability Groups	No minimum or maximum	Vacant					
		Tim Blonsky	Treasure Valley	1st	08/25/2024	Yes	9
		Dave Maxwell	Treasure Valley	2nd	05/31/2025	Yes	10
		Vacant			Vacated 08/31/2023		
State Independent Living Council	Minimum 1	Jami Davis	Treasure Valley	1st	10/20/2024	Yes	11
Department of Education	Minimum 1	Randi Cole	Treasure Valley	2 ND Term Reappointment Pending	08/31/2023	No	12
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	Treasure Valley	No end date		No	13
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	Blackfoot	No end date		Yes	14
Workforce Development Council	Minimum 1	James Pegram	Treasure Valley	1st	06/30/2024	Yes	15



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

See attached Narrative

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: <input type="text" value="N/A"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

☒ **No** ☐ **Yes** If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

☐ **Yes** ☒ **No**

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

In my role as Director of Ops & HR with Create Common Good (CCG), I've had an opportunity to work closely with VR Counselors to provide participants with opportunities to develop employable skills. I believe that we all have something to contribute to our community. Sometimes we just need a little help in seeing our true potential and finding opportunities that are the right fit, so our contributions are valued. VR and CCG work together to provide that help and support.

I've had the opportunity to work as a service provider offering workforce development training to VR participants. I've also played the role of employer, as CCG has hired several past participants. I think this gives me a unique perspective and would love the opportunity to share my experience with the council to better serve participants while meeting the needs of employers.

Angie Tuft

PROFESSIONAL SKILLS:

Operations:

- Coordinate equipment & facility maintenance
- Research and procure new equipment
- Project manage construction & remodel projects as necessary
- Manage telecommunications, including installation of telecomm systems and internet service

Human Resources:

- Onboard all new employees
- Collect and maintain all employee records
- Maintain and update job descriptions
- Represent the organization in personnel-related issues
- Maintain documentation on all disciplinary action taken
- Administer employee benefit programs
- Process bi-weekly payroll

Management:

- Serve as Director of Operations with 4-10 direct reports. Duties include:
 - Assess and assign responsibilities to staff in order to meet organization objectives
 - Conduct meetings with direct reports to determine progress on projects and identify ways to assist employees to accomplish tasks more efficiently
 - Perform yearly performance evaluations
 - Provide employee coaching as needed
- Develop & maintain relationships with community partners, vendors, customers & participants

Accounting:

- Manage entry of Accounts Payable and the payment of all open invoices in a timely manner
- Collect on outstanding Accounts Receivable
- Prepare and collect information required for annual financial audit

Training:

- Develop workforce development training curriculum
- Create training materials including manuals, interactive activities and support materials
- Facilitate workforce development training when trainer is not available

Food Service Management:

- Develop menus & recipes for lunch service.
- Create production schedule and daily prep lists.
- Cost menu items to ensure profitability.
- Create retail packaging labels including nutritional labels.
- Manage production staff and ensure they are following Good Manufacturing Practices and proper food safety protocols.

- Conduct ServSafe Manager Training & proctor ServSafe Manager exam.
- Liaise with current regulatory entities (FDA, Local Health Department) and past authorities (USDA).
- Ensure Food Code regulations are upheld.

Computer Skills

- **Software Applications:**
 - MS Word
 - MS Excel
 - MS PowerPoint
 - Canva
 - Jotform
 - Salesforce
 - Google Apps
 - Zenefits (benefits management)
- **Operating Systems:** Mac OSX through Ventura 13.4.1

EDUCATION:

Boise State University:

Boise, ID

BA in English with an Emphasis in Technical Communications

Accumulative GPA: 3.64

Graduated: 8/2010

WORK EXPERIENCE:

Director, Operations & Human Resources:

5/2014 to Present Create Common Good Meridian, ID

Operations Manager:

4/2010 to 5/2014 Create Common Good Boise, ID

IT Business Analyst:

8/2005 to 11/2008 MPC Computers Nampa, ID

Office Administrator:

2/2003 to 8/2005 Cate Equipment Meridian, ID

IT Business Analyst:

8/2000 to 12/2002 MPC Computers Nampa, ID

Customer Service Rep/Lead:

1/1997 to 8/2000 MPC Computers Nampa, ID

INTERNSHIPS:

The Momentum Group:

- Wrote white paper about the Common Ground organization.
- Assisted with experiential based ESL/job skill training.
- Wrote blog entries for Common Ground blog.

BSU, Dr. Aileen Hale

- Assisted with ESL Training.
- Created curriculum material for ESL training classes.

- Created PowerPoint Presentations

CWI Adult Basic Education Center

- Updated ESL Tutor Guide.
- Updated ESL Classes and Resources document.
- Updated list of ESL Websites for Practicing English.

CERTIFICATIONS:

- Certified ServSafe Proctor/Instructor (Certificate No. 5524467) Exp 3/10/25

MEMBERSHIPS:

- Stand Together Foundation – Catalyst Member (since 2022)



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

TO THE STATE REHABILITATION COUNCIL,

MY NAME IS JEFF DEFOREST, AND I AM HERE TODAY TO HUMBLY REQUEST THE PRIVILEGE OF SERVING ON THE SRC. BORN WITH ARTHROGRYPOSIS, I HAVE PERSONALLY EXPERIENCED THE POSITIVE IMPACT OF VOCATIONAL REHABILITATION (VR) DURING MY COLLEGE YEARS. I CARRY DEEP GRATITUDE IN MY HEART, NOT ONLY TOWARDS VR BUT ALSO TOWARDS THE GREAT STATE OF IDAHO FOR THE LIFE-CHANGING OPPORTUNITIES IT PROVIDED ME THROUGH THIS PROGRAM. IT IS THIS GRATITUDE THAT I NOW WISH TO PAY FORWARD.

THROUGHOUT MY CAREER AT JR SIMPLOT CO, WHERE I HAVE HELD VARIOUS POSITIONS BOTH IN INDUSTRY AND AT THE CORPORATE LEVEL, I HAVE NAVIGATED THE PROFESSIONAL WORLD AS SOMEONE WITH A DISABILITY. I BELIEVE THAT THIS UNIQUE PERSPECTIVE EQUIPS ME TO BE A STRONG VOICE AND ADVOCATE FOR INDIVIDUALS WITH BOTH VISIBLE AND HIDDEN DISABILITIES WITHIN THE BUSINESS AND INDUSTRY SECTORS. MOREOVER, I ASPIRE TO REPRESENT CORPORATIONS LIKE JR SIMPLOT CO THAT PRIORITIZE EQUAL OPPORTUNITIES AND CAREER ADVANCEMENT FOR INDIVIDUALS WITH DISABILITIES, TAPPING INTO THE WEALTH OF TALENT THAT EXISTS WITHIN THIS COMMUNITY.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: <input type="text" value="Progress on Disability (Simplot ERG)"/>	Term Date: <input type="text" value="NA"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

☒ No ☐ Yes If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

☒ Yes ☐ No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL
ATTN: Council Secretary
650 West State Street, Room 150
P.O. Box 83720
Boise, Idaho 83720-0096

Jeff DeForest

PROFESSIONAL PROFILE

Utilize skills to support plant operations and sales teams while meeting delivery and cost objectives. Promote continuous improvement to achieve company goals.

Proven Leadership	Customer Minded	Packaging equipment Expertise
Project Management	Account Management	Plant Commissioning
Lean Expert	New Product Development	Manages Priorities
Accomplished Cross-functional team member	Global Strategy	Packaging Materials Expertise

PROFESSIONAL EXPERIENCE

Senior Category Manager – Specialty

JR Simplot Co – Boise, Idaho

November 2021 – Current

- Successfully manage a diverse team responsible for vegetables, Co-Packed Finished goods, ingredients, and packaging
- Oversee a substantial category with a value of \$180m
- Developed and implemented a comprehensive strategy, vision, and priorities for the specialized team
- Attained an impressive annual savings average totaling \$2.5m through strategic procurement initiatives
- Effectively navigated the challenges posed by the Covid-19 pandemic, ensuring uninterrupted supply operations
- Proactively address ongoing weather and crop conditions to optimize supply chain performance
- Skillfully negotiate contractual agreements with suppliers to secure favorable terms and conditions
- Continuously nurture and enhance customer and supplier relationships to drive collaboration, performance, and mutual success

Category Manager – Packaging

JR Simplot Co – Boise, Idaho

April 2019 – November 2021

- Held the responsibility of overseeing the entire North American packaging category valued at \$90m
- Successfully executed multiple continuous improvement and optimization projects to enhance efficiency and cost-effectiveness
- Streamlined operations by consolidating the supplier base, resulting in a 30% reduction
- Led extensive sourcing projects across the entire category to secure competitive and advantageous agreements
- Demonstrated strong negotiation skills in establishing contractual agreements with suppliers
- Navigated Covid-19 pandemic with no disruptions to supply

Global Category Manager – Procurement

Glanbia Nutritionals – Twin Falls, Idaho

January 2017 – April 2019

- \$60m category
- Implemented a 1, 3, and 5 year category plan
- Achieve annual savings targets (\$500k in year one)
- Conduct extensive RFI, RFP, and RFQ projects across the entire category
- Negotiates contractual agreements with suppliers
- Manage and develop customer and supplier relationships
- Assess supply markets and business needs
- Operate multiple Strategic Sourcing Teams
- Implement new customer requirements

Packaging Manager

JR Simplot Company - Caldwell, Idaho

September 2013 – January 2017

- Implemented a first of its kind recipe system for all packaging equipment to ensure efficient packaging operations
 - Managed packaging supplies and operations encompassing frozen grading through logistics for the largest potato manufacturing facility in North America
 - Implemented \$1m in packaging efficiency savings
 - Commissioned Key Performance Indicators for multiple equipment and material suppliers
 - Facilitated and managed new product implementation
 - Participated in innovation equipment research
 - Tracked and presented plant KPI's
 - Conducted SAT and FAT for safety, sanitary design, and performance specifications
 - Managed supplier timelines and project goals with cross functional teams
- Implementation of multiple Lean practices and effective leadership lead to a throughput increase of 40% and cost avoidance of \$1.2m.*

Product Quality Supervisor

JR Simplot Company - Caldwell, Idaho

September 2012 – September 2013

- Supervise 20+ employees and 2 Supervisors
- Performed HACCP and coordinated equipment training for employees
- Planned and recommend changes in procedures and lead productivity to achieve multiple plant records
- Reported plant KPI's
- Established monthly and yearly goals based on previous year and company objectives

EDUCATION

Lewis-Clark State College - Lewiston, Idaho

Bachelors of Science, Business Administration

REFERENCES

References are available upon request.



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

I am the father of two adult sons with developmental disabilities. Both have part-time jobs. These jobs have helped them both develop as men.
Please format this box.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: <input type="text" value="SRC"/>	Term Date: <input type="text" value="2013-2019 (est)"/>
Name: <input type="text" value="St. Maries library board"/>	Term Date: <input type="text" value="2007-2011(est)"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

☒ No ☐ Yes If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

☐ Yes ☒ No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

Lucas J. Rose

Experience	Quality Control Manager <i>PotlatchDeltic St. Maries, ID</i> Manage all aspects of the quality control process at the PotlatchDeltic plywood facility.	2020-Present
	Plywood Shipping Coordinator <i>PotlatchDeltic St. Maries, ID</i> Managed the Plywood Shipping Dept.	2018-2020
	<i>Potlatch Corp. St. Maries, ID</i> Salaried supervisor on Graveyard. Job responsibilities included: Monitoring panel quality throughout the production process. Providing leadership to the Graveyard crew. Coordinating plywood production in order to best serve the plywood mill. Helping out in the shipping office as needed. Communicating expectations to my team in regards to quality, production and most important SAFETY.	2009-2017
	Saw/sander operator <i>Potlatch Corp. St. Maries, ID</i> Operated both the saw line and sander line.	2005-2009
	SMC fire department <i>Potlatch Corp. St. Maries, ID</i> Appointed Department Safety Officer in 2006. Duties include attending emergency action team meetings, monthly drills and fire suppression within the complex when needed.	2004-2009
	Finishing department <i>Potlatch Corp. St. Maries, ID</i> Although my job bid was Raimann operator, during this time I spent a majority of my time at the sander where I was both utility and operator and was the relief operator at the saw-line.	2000-2005
Education	Behavioral safety facilitator <i>Potlatch Corp. St. Maries, ID</i> Duties included; Coordinating and implementing training, organizing and facilitating weekly steering team meetings, communicating with employees and data entry.	1997-2000
	Boise State university <i>Boise, ID — Communication/Education Major</i> <i>*Dean's list 1990</i>	1987-1993
	North Idaho College <i>Coeur d'Alene, ID—Gen. Studies</i>	1986-1987
Community	Past member of the Idaho State Rehabilitation Council Volunteer fire fighter with St. Maries Fire Protection District Vice Chairman of St. Maries Community Library Board of Trustees St. Maries Middle School 7 th & 8 th grade girls basketball coach Vice President of St. Maries Youth Soccer Association 2005-2007 Have coached hundreds of kids in area youth sports in the past 15 years	



STATE REHABILITATION COUNCIL APPLICATION FORM

Name: Emily Flynn
Mailing Address: _____
Home/Cell Phone: _____ Work Phone: 208-465-8414
E-Mail: emily.flynn@vr.idaho.gov

Please explain why you would like to serve on the State Rehabilitation Council

I want to be in a position to positively impact people with disabilities in the State of Idaho.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: _____	Term Date: _____
Name: _____	Term Date: _____
Name: _____	Term Date: _____
Name: _____	Term Date: _____

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

☒ No ☐ Yes If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

☐ Yes ☒ No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

Emily C. Flynn, M.Ed., CRC, LPC

Work Experience

Idaho Division of Vocational Rehabilitation Vocational Rehabilitation Counselor, Senior <i>Assists individuals with disabilities obtain and maintain employment</i>	Nampa, Idaho	2015-Current
Idaho Department of Health and Welfare Assertive Community Treatment Team Internship <i>Assisted individuals with severe and persistent mental illnesses with accessing community supports and activities of daily living, including self-advocacy</i>	Caldwell, Idaho	2013-2014
Idaho Behavioral Health Counseling Practicum/Internship <i>Provided counseling to adults and adolescents with mental illnesses to develop appropriate coping skills</i>	Boise, Idaho	2013
Ricoh On-site Service Specialist <i>Worked with a publishing company to convert published works into a digital format. Trained in the use of equipment and processes.</i>	Meridian, Idaho	2012 - 2014
Falls Valley Elementary School Overflow Aide <i>Assisted multicultural elementary age children of with developing literacy skills</i>	Idaho Falls, Idaho	2011-2012

Education

Master of Education <i>Rehabilitation Counseling and Human Services</i>	University of Idaho	August 2014
Bachelor of Science <i>Business: Information Systems</i>	University of Idaho	December 2005

Certifications and Licensure

Licensed Professional Counselor, Idaho, LPC-5701, Expires 11/5/2018
Certified Rehabilitation Counselor Expires 9/30/2019
Graduate Certificate, Transition Services, Utah State University, Completion August 2019
Graduate Certificate, Autism, Emporia State University, Anticipated Completion August 2022

Experience and Qualifications

- Transition Service Coordinator, Idaho Vocational Rehabilitation, Region 7, Idaho
- Member of statewide transition team to further develop and implement transition services
- Liaison with local high schools, providing outreach and transition services
- Proficient at eligibility determinations, plan development, and case management
- Provides counseling and guidance to individuals with varying disabilities
- Community business outreach through Caldwell Chamber of Commerce
- Experience training, creating training manuals, and developing training processes



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

I believe I can add a unique perspective as a vocational rehabilitation counselor.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: <input type="text" value="Idaho Comm For The Blind and Vis Impaired"/>	Term Date: <input type="text" value="2008-2012"/>
Name: <input type="text" value="Alaska Comm Employment of People w Disabilities"/>	Term Date: <input type="text" value="1995-1999"/>
Name: <input type="text" value="LINC Independent Living Centers"/>	Term Date: <input type="text" value="1988-1992"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

☒ No ☐ Yes If "Yes" please explain:

As long as I have adequate notice, I can generally arrange my calendar accordingly.

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

☐ Yes ☒ No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

RÉSUMÉ KENT IRETON

Employment History

Idaho Division of Vocational Rehabilitation, Twin Falls, ID, Various positions, 2007 to present.

I have served in various capacities including general VR counselor, mental health counselor, corrections counselor, assistant regional manager, and manager. I currently serve as a counselor senior in Pre-Employment transition services.

SL Start and Associates, Twin Falls, ID, Manager, 2005-07

Our agency provided residential and independent living services to individuals with developmental disabilities. Duties included management of the local branch office, training and supervision of the management team, data collection, reporting, and quality assurance. I was responsible for compliance with all health and safety regulations as well compliance with State of Idaho Medicaid regulations for DD services.

Alaska Div. of Vocational Rehabilitation, Anchorage AK, Counselor / Program Manager, 1993-05

I assisted individuals who were blind or visually impaired to obtain various services leading to a vocational outcome. From 2002-05 I served as program manager for Blind and Visual Impairment Services which included managing a regional office, supervising staff and coordinating statewide services. My responsibilities included supervising the Business Enterprise program for blind food service vendors.

Idaho Commission for the Blind, Twin Falls/Boise, ID, Counselor / Program Supervisor, 1988-1992

As counselor I provided vocational services, independent living services and sight restoration services for the Twin Falls office. As supervisor of independent living services, I trained and supervised staff across the state. I was responsible for development and monitoring of service contracts. I submitted applications and monitored federal grants. I coordinated with IDVR on a joint project to develop LINC, a center for independent living, in Boise and Twin Falls.

Education

Bachelor of Arts - Psychology, Boise State University, 1983.

Master of Science - Rehabilitation Counseling, University of Alaska Anchorage, 1997.

Certification

Certified Rehabilitation Counselor (CRC) 1997 to present.

Boards / Service

Idaho Commission for the Blind and Visually Impaired, Board member 2008-2012.

Governor's Committee on Employment and Rehabilitation of People with Disabilities, State of Alaska, Board member 1995-1999.

LINC Independent Living Centers, Ex officio board member. Boise, Idaho, 1988-1992.

References

Theresa Evans, Center Supervisor, Idaho Division of Vocational Rehabilitation

Mike MacGuffie - Center Manager, Idaho Division of Vocational Rehabilitation

Duane Mayes – Director, Alaska Division of Vocational Rehabilitation

**CONSENT
DECEMBER 13, 2023**

SUBJECT

Idaho Indian Education Committee Appointments

REFERENCE

April 2021	The Board approved the reappointments for Mr. Sobotta, Dr. Force, Ms. James, Dr. Meyer, and Mr. LaSarte.
June 2021	The Board approved the reappointment of Ms. Tina Strong.
August 2021	The Board approved the appointment of Ms. Shirley Allman.
October 2021	The Board approved the appointment of Dr. Eric Scott.
February 2022	The Board approved the appointment of Dr. Jean McGivney-Burelle, Dr. Kassie Silvas, and Ms. Desi Moses.
April 2022	The Board approved the reappointments for Ms. Hernandez, Dr. Bisbee, and Mr. Edmo.
October 2022	The Board approved the appointments for Mr. LaSarte, Ms. Porter, and Dr. Thornes.
February 2023	The Board approved the appointment of Ms. Ballard.
April 2023	The Board approved the appointment of Dr. David Aiken and Ms. Jessica Matsaw, new at-large members, Dr. Dean Fisher, and reappointments of Ms. Joyce McFarland and Ms. Shirley Allman.
August 2023	The Board approved the appointments of Gaylen Edmo, Allen Mayo, and Alex Harris.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.P.

BACKGROUND/DISCUSSION

The Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they impact Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes. Pursuant to Board Policy I.P., the Idaho Indian Education Committee consists of 19 members appointed by the Board. Each member serves a term of five years. Appointments to vacant positions during a previous incumbent's term are filled for the remainder of the open term.

The membership consists of:

- One representative from each of the eight public postsecondary institutions
 - Nominations are submitted from the institution president
- One representative from each of the five tribal chairs or their designee
- One representative from each of the five tribal education departments
- One representative from each of the two Bureau of Indian Education schools

**CONSENT
DECEMBER 13, 2023**

- Representatives must be a school board member, administrator, or designee
 - One representative from the State Board of Education
- All members are voting members.

Members serve five-year terms and may be reappointed at the end of each term. Terms run from July 1 of the appointing year to June 30 of the year they expire.

IMPACT

The proposed appointments replace representatives for the Shoshone-Paiute Tribes and Coeur d'Alene Tribe on the committee.

ATTACHMENTS

- Attachment 1 – Current Committee Membership
- Attachment 2 – Coeur d'Alene Tribe Nomination
- Attachment 3 – Shoshone-Paiute Tribes - Resolution

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Mr. Justin Marsh is the College and Career Specialist for the Coeur d'Alene Tribal Education Department and will replace Mr. Jesse LaSarte as the Tribal Education Representative on the committee. If approved, the term for Mr. Marsh will be effective December 13, 2023 and will complete the term vacated by Mr. LaSarte through June 30, 2026. A letter of nomination is provided as Attachment 2.

The Shoshone-Paiute Tribal Business Council has identified two individuals to represent the Tribes. The first is Councilwoman Yvonne Powers to serve as the Tribes' chair designee and the second is Ms. Lynn Manning John to serve as the Tribes' Tribal Education Department representative. A tribal resolution is provided as Attachment 3.

These nominations were shared with the Idaho Indian Education Committee on November 16, 2023 and the committee recommends approval of the appointments as presented.

Board staff recommends approval.

BOARD ACTION

I move to appoint Mr. Justin Marsh, as the Coeur d'Alene Tribal Education Department representative to the Idaho Indian Education Committee effective December 13, 2023 and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Councilwoman Yvonne Powers, as the Shoshone-Paiute Tribes' chair designee to the Idaho Indian Education Committee effective August 23, 2023 and expiring June 30, 2028.

**CONSENT
DECEMBER 13, 2023**

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Ms. Lynn Manning John, as the Shoshone-Paiute Tribes' Tribal Education Department representative to the Idaho Indian Education Committee effective August 23, 2023 and expiring June 30, 2028.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE BOARD OF EDUCATION
Idaho Indian Education Committee**

Tribal Chair or Designee

Dr. Chris Meyer is the Director of Education for the Coeur d'Alene Tribal Education Department and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2021 – June 30, 2026.

Shirley J. Allman is the Nez Perce Tribal Executive committee representative and serves as the Tribal Chairperson's designee. Term: July 1, 2023 – June 30, 2028.

Jennifer Porter is the Tribal Chairperson for the Kootenai Tribe of Idaho and serves as their Tribal Chair representative. Term: October 19, 2022 – June 30, 2027.

Gaylen Edmo is a member of the Fort Hall Business Council and serves as their Tribal Chairperson representative. Term: August 23, 2023 - June 30, 2027.

Yvonne Powers is a member of the Shoshone-Paiute Tribal Business Council and serves as the Tribal Chairperson's designee. Term: December 13, 2023 – June 30, 2028.
Pending Board Approval.

Tribal Education Department Representative

Justin Marsh is the College and Career Specialist for the Coeur d'Alene Tribe and serves as their Tribal Education Department representative. Term: December 13, 2023 – June 30, 2026. **Pending Board Approval.**

Jessica James is the Tribal Education Program Manager for the Shoshone-Bannock Tribes and serves as their Tribal Education Department representative. Term: July 1, 2021 – June 30, 2026.

Joyce McFarland is the Education Manager for the Nez Perce Tribe and serves as their Tribal Education Department representative. Term: July 1, 2023 – June 30, 2028.

Lynn Manning John is the Vice Principal for the Owyhee-Combined School and serves as the Tribal Education Department representative for the Shoshone-Paiute Tribes. Term: December 13, 2023 – June 30, 2028. **Pending Board Approval.**

Pending Recommendation – Tribal Education Department representative for the Kootenai Tribe.

Bureau of Indian Education Representatives

Tina Strong is the Bureau of Indian Education school representative. Term: July 1, 2021 – June 30, 2026.

Allen Mayo is the Bureau of Indian Education school representative. Term: August 23, 2023 – June 30, 2028.

At-large Members

Dr. David Aiken is the Superintendent, Lapwai School District. Term: July 1, 2023 – June 30, 2028.

Jessica Matsaw is with the University of Idaho's Indigenous Knowledge for Effective Educators program. Term July 1, 2023 – June 30, 2028.

State Board of Education Representative

Dr. Linda Clark is the President of the State Board of Education and Board representative on the Idaho Indian Education Committee.

Institutions of Higher Education Representatives

Jaime Barajas-Zepeda is the Assistant Director of Admissions and Recruitment at the College of Western Idaho. Term: Immediately - June 30, 2024.

Bob Sobotta, Jr. is the Director for Native American, Minority, and Veteran's Services at Lewis-Clark State College. Term: July 1, 2021 – June 30, 2026.

Dr. Jean McGivney-Burelle is the Dean of the College of Education at Idaho State University. Term: February 17, 2022 – June 30, 2026.

Dr. Yolanda Bisbee is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho. Term: July 1, 2022 – June 30, 2027.

Effie Hernandez is the Multicultural Coordinator at College of Eastern Idaho. Term: July 1, 2012 – June 30, 2027.

Dr. Tim Thornes – Interim chair, Department of Linguistics at Boise State University. Term: October 19, 2022 – June 30, 2027.

Mr. Alex Harris is the Associate Dean of Instruction at North Idaho College. Term: August 23, 2023 – June 30, 2027.

Dr. Dean Fisher is the President at College of Southern Idaho. Term: July 1, 2023 - June 30, 2028.



COEUR D'ALENE TRIBE

CHIEF J. ALLAN CHAIRMAN
P.O. BOX 408
PLUMMER, IDAHO 83851
(208) 686-5803 • Fax (208) 686-8813
email: chairman@cdatribe-nsn.gov

October 19, 2023

Patty Sanchez
Academic Affairs Program Manager Readiness
Office of the State Board of Education
PO Box 83720
Boise, ID 83720-0037

RE: Idaho Indian Education Committee Nominations

Dear Ms. Sanchez,

Please accept this letter as the nomination for the Coeur d'Alene Tribe for Justin Marsh to replace Jesse Lasarte to serve as representative on the Idaho Indian Education Committee. On behalf of the Coeur d'Alene Tribe, thank you very much for all the good work the Committee and the Board of Education do to improve educational opportunities for Idaho students.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chief J. Allan", followed by a long, flowing horizontal line.

Chief J. Allan,
Chairman

**RESOLUTION OF THE GOVERNING BODY OF
THE SHOSHONE-PAIUTE TRIBES
OF THE DUCK VALLEY INDIAN RESERVATION**

P.O. Box 219 Owyhee, NV 89832
(208) 759-3100
www.shopaitribes.org



RESOLUTION NUMBER 2024-SPR-021

A resolution to appoint representatives to the Idaho Indian Education Committee.

BE IT RESOLVED BY THE BUSINESS COUNCIL OF THE SHOSHONE PAIUTE TRIBES,

- WHEREAS, The Shoshone-Paiute Tribes of the Duck Valley Reservation are a federally recognized Indian Tribe, organized under the Indian Reorganization Act, and exercising sovereign authority and certain rights of home rule over the Reservation through the Shoshone-Paiute Business Council who is responsible for the promotion of cultural, economic and social welfare of its tribal members, pursuant to the Constitution and Bylaws of the Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada and Idaho ratified by the Tribes on March 21, 1936, pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (47 Stat. 984); and
- WHEREAS, The Idaho Indian Education Committee's purpose is to advocate for American Indian students, act as an advisory body to the State Board of Education and the State Superintendent of Public Instruction, and serves as a link between the American Indian Tribes; and
- WHEREAS, The Idaho Indian Education Committee's mission is to create the conditions for, and support of the efforts of, raising the bar and eliminating the gap of academic achievement; and
- WHEREAS, Original appointments for the Committee shall be for terms that are initially staggered to provide a rolling renewal of appointments. Thereafter, appointments shall be for five years, commencing on July 1st. All members of the Committee shall have equal voting privileges.
- WHEREAS, The Committee requires representation from the Tribes as follows:
- One (1) representative from each of the five (5) tribes (chairs or designee); and
 - One (1) K-12 representative from each of the five (5) tribes.
- WHEREAS, In order to ensure all American Indian students in Idaho thrive, reach their full potential, and have access to educational services and opportunities, the scope of responsibilities shall include, but not be limited to, advocate and inform stakeholders and make recommendations for educational policy, as it relates to American Indian student access, retention, graduation and achievement.

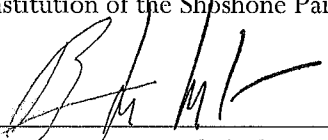
NOW THEREFORE BE IT RESOLVED THAT, the Shoshone Paiute Tribal Business Council hereby appoints Councilwoman Yvonne Powers, to serve as the tribal representative (designee), on the Idaho Indian Education Committee; and

BE IT FURTHER RESOLVED THAT, the Shoshone Paiute Tribal Business Council hereby appoints Lynn Manning John, Owyhee Combined Schools Vice Principal, to serve as the Shoshone Paiute Tribes' K-12 representative on the Idaho Indian Education Committee; and


BE IT FINALLY RESOLVED THAT, this resolution rescinds and replaces Resolution 2018-SPR-049.

CERTIFICATION

It is hereby certified that the Shoshone-Paiute Business Council is composed of 6 Council Members and a Chairman of whom 6 Council Members constituting a quorum and a Chairman were present at a meeting held on the 14th day of November, 2023, and that the foregoing resolution was adopted by an affirmative vote of 6 FOR, 0 AGAINST and 0 ABSTENTIONS pursuant to the authority contained in Article VI, Section 1(r), of the Constitution of the Shoshone Paiute Tribes approved April 20, 1936.



BRIAN MASON, Tribal Chairman



SYDNEY COTA, Executive Secretary

CONSENT
DECEMBER 13, 2023

SUBJECT

Empowering Parents Grant Program Business Procedures

REFERENCE

June 14, 2023	State Board of Education ("Board") heard an update on status of program implementation.
August 23, 2023	Board heard an update on status of program implementation and received Final Report and Action Plan dated 8/2/23.
October 18, 2023	Board approved recommendations made by the Empowering Parents Parent Advisory Panel.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 33-1030 to 1034

BACKGROUND/DISCUSSION

The Empowering Parents Grant Program (Program) was enacted in 2022 (S1255) to provide education grants for eligible students. After a competitive solicitation, the State Division of Purchasing awarded Primary Class Inc., also known as "Odyssey," the contract to create and administer an online platform including an electronic marketplace for awardees to use grant awards for eligible products and services.

Idaho Code § 33-1031(2)(d) provides that the Board "may take other such actions as necessary to implement and enforce the provision of this section." Board staff have worked closely with Odyssey staff to clarify the procedures for implementing and enforcing the program.

The resulting Business Procedures are presented at Attachment 1. Additionally, a parent handbook has been developed as a public-facing complement to the internal procedures and is included in these materials for informational purposes.

IMPACT

If the Board approves the business procedures, the practices will be standardized for the 2023-2024 grant administration year.

ATTACHMENTS

Attachment 1 – Empowering Parents Business Procedures
Attachment 2 – Empowering Parents Parent Handbook

STAFF COMMENTS AND RECOMMENDATIONS

The proposed business procedures are a result of collaboration with Odyssey over the past six months as Board staff and the contractor have worked to operationalize a new, complex program. The document serves to standardize the procedures that are already in place to ensure that there is a single point of reference for questions and complicated administrative actions.

CONSENT
DECEMBER 13, 2023

Board staff recommends approval.

BOARD ACTION

I move to approve the Empowering Parents Business Procedures as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**Empowering
Parents**
HELPING THEIR STUDENTS ACHIEVE

BUSINESS PROCEDURES

2023-24

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AUTHORITY

Idaho Code § 33-1031(2)(d) allows the Office of the State Board of Education (OSBE) to “take other such actions as are necessary to implement and enforce the provisions of this section.

Under this authority, the OSBE establishes the following business procedures.

The Board designates a third party, via contract, to create and administer a grant distribution platform that includes, but is not limited to, management of grant applications and verifications of eligibility, distribution of grant funds to awardees, management of vendors offering eligible products and services for sale in an online Marketplace, and provision of customer service for end users.

DEFINITIONS

For the purpose of these business rules, the following definitions apply.

1. Applicant – Parent or legal guardian applying for a Grant on behalf of their Eligible Student.
2. Awardee – Parent or legal guardian awarded a Grant on behalf of their Eligible Student.
3. Contractor – The vendor party to the contract procured by the Division of Purchasing on behalf of the State Board of Education.
4. Eligible Products and Services – Defined by Idaho Code § 33-1030(3).
5. Program Administrator – an OSBE staff member who serves as the primary point of contact for all aspects of implementation and operation of the proposed solution.
6. Vendor – Vendors offering eligible products or services for sale in the online Marketplace.
7. Digital Wallet - Account where award funds are held for each awardee. Funds from the Digital Wallets are used to pay for eligible expenses to approved Contractors through the Marketplace.

APPLICATION FORM REQUIREMENTS

The contractor will

1. include the following eligibility required fields on the application
 - a. Parent Full Name
 - b. Email address
 - c. Social Security/ITN Number
 - d. Mailing Address
 - e. Phone number
 - f. Number of children enrolled in grades k-12
 - g. Adjusted Gross Income
 - h. Child(ren) name
 - i. Child(ren) age
 - j. Child(ren) school name (provided drop-down list with all Idaho public school names, then private school and homeschool option)
 - k. Child(ren) grade
2. Allow parents to upload supporting documentation at the time of applying
3. Provide parent agreement at the time of applying (see Parent Participation Agreement)

PARENT ELIGIBILITY, NOTIFICATION and AWARD

Parent eligibility requirements, notification once eligibility is determined, and award of grants.

Eligibility

The contractor will verify the following eligibility requirements on the application

1. Idaho students Kindergarten through grade 12 are eligible regardless of whether they attend a public school, private school, or are homeschooled.
 - a. If necessary, the vendor will verify all private school and homeschool student eligibility through documentation provided by the parent including a birth certificate, state-issued ID, passport, or school enrollment record.
 - b. If necessary, the OSBE will confirm public school enrollment.
2. The contractor will verify the Applicant's reported adjusted gross income (AGI) with the Idaho Tax Commission through an electronic (API) process acceptable by the Idaho Tax Commission.
 - a. State AGI is based on personal (not business) tax returns.
 - b. State law does not allow discretion on using anything other than an applicant's AGI verified by the Idaho Tax Commission.
3. Contractor will confirm that an individual student is not on more than one application.
 - a. If a student is listed on more than one application both will be denied.
4. In joint custody cases or disputes, the Contractor will verify documentation provided by parents. If a child is a new dependent or in foster care Contractor will verify documentation to determine eligibility.

Notification of Applicants

Once eligibility is determined

1. Contractor must send notices to all Applicants.
2. If an Applicant's eligibility is not verified, Contractor must include the following provision and a description of the unverified eligibility criteria in the notice (text below):
 - a. Contractor has not verified your eligibility for the reasons described in this notice.
{insert reason}
Grants are discretionary and not subject to appeal rights, including, but not limited to, appeals under the Idaho Administrative Procedure Act. You may request reconsideration within five (5) business days of this notice. To request reconsideration, contact the Office of the State Board of Education at 208-334-2270 or email empoweringparents@osbe.idaho.gov. If you request reconsideration, you must submit all requested information in the time period specified by the Office of the State Board of Education. The Office of the State Board of Education's determination concerning your eligibility must be final and binding. No additional rights or challenges must be provided following the Office of the State Board of Education's decision.

Parent Participation Agreement

Prior to the award of a grant

1. The parent of a participant (i.e. an eligible student for whom a grant is awarded) must agree to verify program compliance.
 - a. The parent of a participant must use grant funds only for eligible education expenses. If a parent is found to misuse grant funds, then neither the parent nor another parent of the student living in the same household may apply for a grant in the future for any student, provided that the parent may appeal the finding to the board.

Award of Grants

Odyssey must award grants consistent with Idaho Code § 33-1031(2)(c):

- First to all eligible families in Wave 1, before fulfilling awards in Waves 2 through 3;
- Second to all eligible families in Wave 2, before fulfilling awards in Wave 3; and then
- Third to all remaining Eligible Families.

Funds must be deposited in awardee accounts within thirty (30) days of being notified of the award.

Changes to Awarded Account

A parent/legal guardian may transfer ownership of an account to another parent/legal guardian eligible to oversee the account. To transfer ownership,

1. The existing designated parent/guardian should submit a request for a Change of Designated Parent/Guardian to the State Board of Education.
2. Once reviewed and processed by the SBOE, the new designee assumes all oversight of the account.
3. The SBOE will email the Contractor with the requested change. The Contractor will update the system and resend welcome emails and/or password resets as needed.

A student's name or award cannot be transferred to another family member.

Withdraw from Program

A parent/legal guardian may withdraw from the program at any time. To withdraw

1. The existing designated parent/guardian should submit a request to withdraw to the State Board of Education.
2. Once reviewed and processed by the SBOE, the SBOE will contact the Contractor to close the parent account.
3. If there are funds remaining in the account the Contractor will process a reimbursement to the SBOE.

PARENT ACCOUNT SUSPENSION

A parent account may be temporarily suspended if either the Contractor or the Program Administrator has reason to believe that the parent made an ineligible purchase.

Ineligible purchase suspension

1. Parent purchases an ineligible item from the Marketplace.
2. Contractor reverses purchase and refunds money if practicable.
3. Parent account is immediately suspended.
4. Contractor notifies parent of the ineligible purchase. A copy of the notice is to be provided to the Program Administrator. Such notice must include:
 - a. A copy of the participation agreement parent signed at application stating the risk of permanent removal;
 - b. Notice that the parent can request reinstatement of the account by providing additional documentation to the Contractor to justify the eligibility of the purchase within thirty (30) days of the notice.
5. Parent does not submit a request for reinstatement

- a. The account will be permanently deactivated at the conclusion of the thirty (30) day window, the parent will not be allowed to apply in the future, and any remaining funds will be returned to OSBE for redistribution to other eligible applicants.

Request for reinstatement

1. The request for reinstatement and supporting documentation provided by the parent to the Contractor will be made available via secure folder to OSBE within five (5) business days of receipt, and
2. OSBE will review the documentation and make a final decision within five (5) business days thereafter.
3. The Contractor will notify the parent of OSBE's decision within fifteen (15) business days of receiving the request to reactivate the account.
 - a. If OSBE's decision is to reactivate the account, the Contractor must reactivate the account within 48 hours of parent notification.
 - b. If OSBE's decision is not to reactivate the account, the Contractor must notify the parent that the request for reinstatement has been denied, that the parent account will remain deactivated, and that the parent may appeal the decision to the Empowering Parents Advisory Panel through the procedures established by the EPPAP. The appeal form must be included in the notice.

APPEAL TO PARENT ADVISORY PANEL

Parents who have been notified that they have made an ineligible purchase, have requested reinstatement and provided additional documentation, and have been denied reinstatement by OSBE may appeal that decision to the Parent Advisory Panel (EPPAP).

Appeals

1. Appeals can be filed by submitting an appeal form.
2. The form is to include the item purchased and an attestation that the parent has requested reinstatement and has been denied.
3. Upon receipt of the appeal, the Parent Advisory Panel will request a copy of the request for reinstatement from OSBE. This documentation is to be transferred and retained via a secure folder.
4. Parent Advisory Panel will review the request for reinstatement and will make a recommendation to either uphold OSBE's decision or to recommend that the parent account be reactivated.
5. Recommendations from the parent advisory panel regarding appeals of parent account reactivations are made to the Executive Director of the State Board of Education to whom the Board has delegated the authority to accept or reject such recommendations.
6. This is a final decision.

NEW VENDOR APPLICATION and ACTIVATION

Guidelines for new vendors applying to the online Marketplace and the approval procedures.

New vendor application

1. All interested Vendors must complete an online application form with the Contractor.

2. All applications must include an agreement through which vendors acknowledge that participating Vendors may only sell eligible products and services on the Marketplace and outline the consequences of any violations of the agreement
3. The Contractor will require the vendor to establish an account by which payments can be made to the Vendor.
4. The Contractor will notify Vendors of the status of their application within fifteen business days of submission.

Application approval procedures

1. The Contractor reviews Vendor applications and issues a tentative approval or denial. The application must include verification of the following:
 - a. The Vendor intends to sell eligible products and services
 - b. The Vendor has completed the participation agreement
 - c. Any additional documentation that may be required due to the type of services the Vendor intends to sell is present AND accurate/up-to-date.
 - d. The Vendor services will be advertised on the Marketplace in accordance with the eligible products and services categories. Ambiguous categories such as “other” or “supplies” are not allowed.
2. The Contractor may deny an application or request additional information from a Vendor before making a final decision.
3. Applications approved by the Contractor must be verified by OSBE staff before account activation.
 - a. The Program Administrator will complete a review of new applications within 5 business days of receiving the notification that a new application was approved by the Contractor.
4. If both the Contractor and the Program Administrator approve the application, the Contractor may activate the Vendor’s account.
5. If the Vendor application is denied the Contractor will notify the Vendor.
6. This is a final decision.

Additional Vendor Documentation

Applications from Vendors that have direct contact with students in the course of providing services must include additional documentation in their vendor application.

1. **Academic Tutors and Driver’s Education Providers**– Vendors with more than five (5) employees (provide academic tutoring services in a tutoring center, in a group or otherwise supervised setting)
 - a. Drug-free workplace assurances form (completed by a representative of the company)
 - b. Assurances that employees are required to pass a background check and have adequate content knowledge in the subject areas being tutored. Specifically, Vendors who are eligible to participate in this program may not have employees who have been convicted of a felony or who are registered sex offenders in direct contact with students.
2. **Academic Tutors and Drivers’ Education Providers** – Individuals or Vendors with five (5) or fewer employees (provide tutoring or services in a 1:1 setting)
 - a. Drug-free workplace assurances form (not required of individuals, only of Vendors with employees)
 - b. Active/current Idaho teaching certificate with an endorsement in the area of academic tutoring (English, math, science, social studies, etc.) for each individual providing services.

Note: an active teaching certificate is evidence that a background check was conducted, and that the individual did not have a felony conviction and was not a registered sex offender.

3. **Providers of Qualifying Therapies**

- a. Drug-free workplace assurances form (not required of individuals)
- b. Evidence of current licensure for each individual providing direct service to students. Note: current licensure is evidence that a background check was conducted, and that the individual did not have a felony conviction and was not a registered sex offender.

4. **Extra-Curricular Classes, Camps, Coaching Services**

- a. Drug-free workplace assurances form
- b. Assurances that employees are required to pass a background check and have adequate content knowledge in the subject areas being tutored. Specifically, Vendors who are eligible to participate in this program may not have employees who have been convicted of a felony or who are registered sex offenders in direct contact with student

Exception

Not all situations fit the above requirements perfectly. The Contractor may request that the Program Administrator review an application to determine whether an exception to the required documentation is warranted.

EXISTING VENDOR SERVICE OFFERING CHANGE REQUESTS

Any changes requested by a Vendor to service offerings on the online Marketplace must be reviewed and approved.

1. The Contractor reviews Vendor change request.
2. The Contractor may approve or deny a request from a Vendor.
3. Changes approved by the Contractor must be verified by OSBE staff.
 - a. The Program Administrator will complete a review of changes within 5 business days of receiving the notification that a change was approved by the Contractor.
4. If both the Contractor and the Program Administrator approve the application, the Contractor may notify the Vendor.
5. If the Vendor change is denied the Contractor will notify the Vendor.
6. This is a final decision.

OTHER VENDOR CONSIDERATIONS

1. A parent may not receive a payment, refund, or rebate of grant funds from a vendor. All payments, refunds, or rebates must be processed through the Digital Wallet.
2. Grant funds are for the purchase of current or upcoming goods and services. Reimbursements and payments for past-due invoices are prohibited.
3. Vendors will not use the name or logos of the Empowering Parents Grant Program for advertising, publicity releases, websites, sales presentations, marketing materials, publications, correspondence, and announcements for their own benefit without the prior written consent of the State Board of Education. Vendors are not authorized to use the State Board of Education logo.

VENDOR COMPLAINT ESCALATION

1. All complaints against a Vendor that are escalated to OSBE must be filed in writing.

2. All complaints against a Vendor that are escalated to OSBE must include the complainant's name, contact information, and a description of the complaint. Anonymous complaints are not accepted.
3. The State Board of Education and its Contractor may determine that a complaint is unfounded and may choose not to take further action.
4. The complainant is not entitled to information regarding any investigation or actions taken against a vendor that may be a result of the filed complaint.

General Notes for OSBE and Contractor

- Do not email complaints to other people.
- Do – save the complaint in a secure folder (Sharefile) and notify the appropriate person that a complaint has been filed.
- Do not – save multiple copies of complaints or retain emails that contain complaints.
- Do – save relevant emails to PDF format and save in a secure folder (Sharefile).

ESCALATING A VENDOR REVIEW TO OSBE

As per the program contract, customer service and management of Vendors who participate on the Marketplace are to be managed by the Contractor. However, it is important that the Contractor and OSBE work closely together, especially with regard to a few escalated circumstances.

Issues of student safety

1. Complaint makes allegations that, if substantiated, would risk the health or welfare of a child AND the complaint is against a Vendor whose employee(s) or proprietor(s) have direct contact with students as a matter of providing an eligible product or service purchased on the platform.
 - a. Receiver of Complaint: Provide information to child welfare services and/or 911. If the complainant has reason to believe that a child is in immediate danger, he/she has an obligation to report to the proper authorities, regardless of any investigations or actions that may fall within the scope of the Empowering Parents Grant Program.
 - b. Receiver of Complaint: Mandatory and immediate escalation to OSBE and Contractor management:
 - i. Notify via a separate email. Do not forward complaint emails.
 - ii. Subject line: "Issue of Student Safety"
 - iii. Email is not to contain specifics of the complaint but should note, the date, time, vendor(s), and note where documentation (if any has been received) is saved (must be in a secure folder)
 - c. Contractor and OSBE management will discuss the complaint and document the course of action.
 - i. The Vendor against whom the complaint is made must be notified within three (3) days that a complaint has been received.
 - ii. Course of action may include suspension of vendor account while an investigation is conducted and may result in permanent removal from the platform.
 - iii. Course of action may conclude with referring the complaint to the entity or agency responsible for enforcement and administration of relevant licenses or certifications

held by the vendor or for the enforcement and administration of relevant laws, rules, or regulations.

ONLINE MARKETPLACE PURCHASE PROCEDURES

All goods and services are purchased using the online Marketplace. Reimbursements are not allowed.

Purchases of Eligible Products and Services

1. Parents identify items for purchase.
2. Parents enter purchase reasoning (no more than 100 characters)
3. The Contractor must approve or deny all pending purchases within five (5) business days of the item being identified for purchase.
4. The Contractor reviews all items identified for purchase and approves only eligible products and services for purchase on the Marketplace.
 - a. The Contractor may approve or deny a purchase.
5. If the Contractor approves a purchase:
 - a. The purchase will be completed
6. The Program Administrator will review transactions each business day
 - a. If the Program Administrator has concerns about a transaction, the Program Administrator must notify the Contractor by
 - i. Requesting that the purchase be reversed. Requests to reverse a purchase must be made within fifteen (15) days of the purchase being made. Reversals must be completed within fifteen (15) days of the request to reverse if practicable.
 - ii. A request to gather more information from the parent about the purpose of the purchase.
 - iii. If the purchase is confirmed to be reversed parent is notified of the reversal and emailed a reminder of program rules/acknowledgement
7. If the Contractor denies a purchase:
 - a. The Contractor is responsible for informing parents of the procedures for requesting consideration of the item through an appeal to the Parent Advisory Panel; and
 - b. The Contractor notes the denied purchase in the parent account
8. If the Contractor is undecided on a purchase:
 - a. The Contractor may request that the Program Administrator review the item
 - b. Such review will be completed by the Program Administrator within five (5) business days of the request

ISSUES OF INELIGIBLE PRODUCTS OR SERVICES

In the event that a vendor sells products or services that have not been approved for the online Marketplace.

1. The Contractor becomes aware (through customer service, through OSBE, or through its own review of purchases) that a Vendor has sold or made available for purchase on the Marketplace a product or service that is ineligible. The Contractor will
 - a. Request that the purchase be reversed. Requests to reverse a purchase must be made within fifteen (15) days of the purchase being made. Reversals must be completed within fifteen (15) days of the request to reverse if practicable.

- b. A request to gather more information from the parent about the purpose of the purchase.
- c. If the purchase is confirmed to be reversed parent is notified of the reversal and emailed a reminder of program rules/acknowledgement
- d. The notification is copied to OSBE.
- e. A warning is noted on the vendor account
- 2. Vendor refuses to correct a noticed problem or a second incident occurs
 - a. Vendor account is to be immediately and indefinitely suspended.
 - b. The Contractor is to notify the Vendor of the suspension and copy the notification to OSBE.
 - i. The notice must provide the Vendor thirty (30) days to submit to the Contractor a written request for reinstatement including assurance of the Vendor's intent to abide by the terms of the participation agreement going forward.
 - ii. If assurance is provided, the Program Administrator and the Contractor review and request reinstatement of the account.
 - iii. After both the Program Administrator and the Contractor have signed off on the request for reinstatement, the account may be reinstated.
- 3. Vendor with a reinstatement on file sells or makes an ineligible product or service available on the Marketplace.
 - a. The vendor's account is to be immediately suspended.
 - b. Notification of permanent removal is to be drafted and approved by the Contractor and the Program Administrator.
 - c. The vendor is to be notified of permanent removal from the platform.
 - d. Permanent removal is final.

ELIGIBLE PRODUCTS AND SERVICES

Idaho Code defines eligible education expenses. Approved and not approved items are listed below. This list is not conclusive. Examples are included but are not limited to the following items.

Idaho Code § 33-1030 (a) Computer hardware, internet access, or other technological devices or services that are primarily used to meet a participant's educational needs	
Approved	Not Approved
Laptops, desktops, and tablets	TV's
Headphones	Smartwatches
Internet access	Computer Components
Speakers	Smartphones, Phones
Cameras	Karaoke machines
	Video game consoles and console accessories
	Video games
	Video/TV/Online Streaming Services
	Live Television
	Musical Streaming Services

Idaho Code § 33-1030 (b) Textbooks, curriculum, or other instructional materials, including educational software and applications	
Approved	Not Approved
Textbooks	Pornography
K-12 Curriculum	Content that poses a safety threat to the student or others
K-12 Books	Adult content (such as mixology guides or books)
Educational software	In-Game Purchases or Credits
Educational applications	
Educational workbooks	
Dictionaries	
Software subscriptions (single use with a maximum of 3 users for a family)	

Idaho Code § 33-1030 (c) Fees for national standardized assessments, advanced placement examinations, examinations related to college or university admissions, or industry-recognized certification examinations	
Approved	Not Approved
SAT, ACT, AP, and IB	Fees for tests paid to a school district, public charter school, or career technical education program for students counted for public school enrollment

Idaho Code § 33-1030 (d) Therapies, including but not limited to occupational, behavioral, physical, speech-language, and audiology therapies, or other services or therapies specifically approved by the board	
Approved	Not Approved
Speech therapy	Services performed by interns
Occupational therapy	

Physical therapy	
Behavioral therapy	
Audiology therapy	
Vision therapy	
Dental therapy	

Idaho Code § 33-1030 (e) Educational programs offered for a fee or pursuant to contract by a school district, public charter school, or career technical education program to nonpublic students, provided that such students may not be counted for purposes of calculating public school enrollment

Idaho Code § 33-1030 (f) Registration fees and required materials for education camps and classes offered for a fee by a Board approved vendor

Approved	Not Approved
Tuition, technology, textbook and curriculum fees, and instructional materials for camps and extracurricular classes	Tuition and fees for enrollment in a virtual school or class in which the eligible student is enrolled as a private paying student
	Private school tuition and fees
	Religious camps
	Annual funds
	Giving Funds
	Fundraising fees, donation fees, volunteer waiver fees
	Homeschool co-op tuition and fees
	Gift cards
	Transportation and fees

Idaho Code § 33-1030 (f) Non-technological education equipment that may be necessary to facilitate a student's participation in educational activities

Approved Expenses	Not Approved Expenses
Backpacks, messenger bags, tote bag	Toys
Computer cases	Kitchen Appliances
School supplies	Household Appliances
Sensory items (handheld or specific to a student's educational program)	Household items: cleaning supplies, batteries, packing tape, etc.
Timers	Furniture, bean bags, gaming chairs, and loungers
K-12 lego kits	Animals
STEM project kits	Cricut or Silhouette machines and accessories
Art supplies and easels	Food (human or animal)
Board games	Green Houses
Calculators	Gas or electric-powered gardening tools
Planners/organizers	Label-makers
Educational flashcards	Desk organization: pen holders, file organizers, etc.
Microscopes	Gift cards
Telescopes	Water and sensory tables
Puzzles	Liquid floor tiles

Laptop stands	Stuffed animals
Horticulture and garden tools and kits	Weighted blankets and sheets
Sewing machines	
Lunchbox	Swings (indoor and outdoor)
Manipulatives: items that help with counting, time, measurement, shapes, addition, etc. (e.g. math cubes, legos, blocks, shapes, letters, etc.)	Games or puzzles with content that may pose a threat to the student or others or that promote violence or criminal behavior are ineligible for purchase.
Tools for CTE coursework	Rugs or foam tiles
	Storage and organization containers

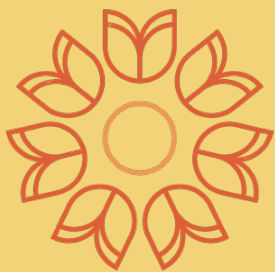
Idaho Code § 33-1030 (f) Physical educational equipment, gear, uniforms, or pay-to-play fees required for participation in organized physical education activities	
Approved Expenses	Not Approved Expenses
Sports gear	Motorized equipment (treadmills, stationary bikes)
Sports competition fees	Recreational equipment
Weights, weight benches	Trampolines
Balls and ball goals	Motorized and recreational boats
Racquets and bats	Scooters/ride-on (including motorized and golf carts)
Swim goggles, fins, kickboards	Pools (in-ground and above)
Yoga mats, gymnastics mats	Camping equipment
	Bikes
	Playsets/swing sets
	Bouncy houses

Idaho Code § 33-1030 (f) Musical instruments and tutoring services	
Approved Expenses	Not Approved Expenses
Instruments (purchase and rental)	Maintenance, repairs, and related fees
In-person and online tutoring services	Tuning
	Insurance and service agreements

Idaho Code § 33-1030 (f) Costumes and uniforms – clothing necessary to facilitate participation in an educational camp, class, or event	
Approved Expenses	Not Approved Expenses
Leotards	School uniforms
Dance shoes	Dress up and imaginary play clothing
Karate uniform and belts	
Extracurricular class and camp t-shirts that are required to participate	
Sport uniforms	
Dance uniforms and costumes	
Theatrical costumes	
Uniforms for competitive sports teams	

APPEAL FORM

Parent Name	
Student Name	
Item purchased	
Attestation request to be reinstated	



**Empowering
Parents**

HELPING THEIR STUDENTS ACHIEVE

GRANT PROGRAM PARENT HANDBOOK

2023-24



Governor Brad Little
State Capitol :: Boise, Idaho 83720
(208) 334-2100 :: gov.idaho.gov

Dear Idaho Parents,

As your Governor, my goal has been to make Idaho the place where our children and grandchildren choose to learn, work, and stay. Continuing to improve Idaho's education system is central to that work. The Empowering Parents grants put parents in the driver's seat of their child's education and gives them ability to help fund the individual education needs of their children. Input from parents is essential to shaping Idaho's education system, and this program allows for exactly that.

The Empowering Parents grants increase access to education resources such as computers, tutoring, internet connectivity, and other items and services to provide our students with the best chance of success. Since the Empowering Parents grants went live, tens of thousands of students have benefited from the grant, and we look forward to that number increasing. Empowering Parents grants are effective, popular, and worthy of our continued investment.

Both my office and the State Board of Education are committed to ensuring the Empowering Parents grant program operates successfully so parents can use the funds for what their children need.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Little", is positioned above the printed name.

Brad Little
Governor of Idaho

Program Handbook

The purpose of the handbook is to provide information concerning the policies, procedures, and implementation of the Empowering Parents Grant Program.

01	Program Overview
02	Authority
03	Eligibility
04	How to Apply
05	Unverified Eligibility
05	Changes to an Account
05	Withdrawal from the Program
06	Use of Funds
07	Eligible Expenses
08	Refunds
09	Misuse of Funds
10	Parent Advisory Panel
11	Appeals
12	Definitions
13	Commonly Approved/Not Approved Chart

Table of Contents

Program Overview

WHAT

A grant program that empowers parents to make eligible purchases for their students.



How It Works:

WHO

ALL Idaho students Kindergarten through grade 12 are eligible regardless of whether they attend a public school, private school, or are homeschooled.

WHEN

Applications for the 2023-24 school year will open in the fall. Student awards are made in waves based on a parent's Adjusted Gross Income verified by the Idaho Tax Commission.

AWARD

Eligible families may receive \$1,000 per student and a maximum of \$3,000 per family. Grant awards will be sent directly to a digital wallet and spent through an online Marketplace.



STAY INFORMED

Parents are encouraged to visit the Empowering Parents website to stay abreast of important news and updates at <https://empoweringparents.idaho.gov/>

Idaho State Board of Education
empoweringparents@osbe.idaho.gov
(208)-488-7583



AUTHORITY

Idaho Code §33-1031 establishes the Empowering Parents program to be administered by the State Board of Education. The purpose of the program is to provide education grants for eligible students. To administer the program the State Board of Education shall create and administer, or designate a third party to create and administer, a grant distribution platform, establish a grant application process for parents and award grants.

Grant awards shall be made in the following order of preference:

(i) First to eligible students whose household has an adjusted gross income under sixty thousand dollars (\$60,000), as verified by the Idaho state tax commission using the prior year's tax returns. Notification of grant awards for students in this category shall be made within thirty (30) days of application, and grant funds shall be made available for participants' use as soon as practicable, but no later than thirty (30) days after the notification of a grant award;

i(ii) Starting sixty (60) days after grant awards in a fiscal year are made under subparagraph (i) of this paragraph, to eligible students whose household has an adjusted gross income under seventy-five thousand dollars (\$75,000), as verified by the Idaho state tax commission using the prior year's tax returns; and

(iii) Starting sixty (60) days after grant awards in a fiscal year are made under subparagraph (ii) of this paragraph, to all other eligible students on a first-come, first-served basis until all available funds are distributed.

Grant funds shall be expended within two (2) years after they are awarded. Any unused funds at the end of the two (2) year period shall revert to the Empowering Parents Grant Program fund.

Grant awards per family shall be capped at three thousand dollars (\$3,000), regardless of the number of eligible students in the family.



ELIGIBILITY

ALL Idaho students are eligible regardless of whether they attend a public school, private school, or are homeschooled. Awards will be prioritized based on the parent or guardian's adjusted gross income, starting with eligible families Adjusted Gross Income (AGI) \$60,000 per year or less. Section 33-1029, Idaho Code requires income eligibility to be based on the parent or guardian's AGI verified with the Idaho Tax Commission from the previous year's filing. While everyone is not required to file an Idaho tax return, only individuals who file will be eligible for the program. State law does not allow discretion on using anything other than the applicant's AGI verified by the Idaho Tax Commission. Income eligibility is verified using the prior year Idaho State adjusted gross income from personal (not business) tax returns. We are unable to take income information from other years or consideration of recent employment status changes. All tax information will be verified with the ID Tax Commissioner's office.

INCOME ELIGIBILITY

All tax information will be verified
with the Idaho State Tax
Commissioner's office.

No student may be used to determine eligibility in more than one family. Parents may be asked to verify legal custody of the child. Please submit documentation regarding a new dependent in your care on the application portal. Documentation could include paperwork from Health and Welfare to verify foster children in your care or custodial paperwork.



HOW TO APPLY

Applications are verified and approved using an outside vendor, A link to the application is posted on the Empowering Parents website.

[HTTPS://EMPOWERINGPARENTS.IDAHO.GOV/](https://empoweringparents.idaho.gov/)

To complete your application be prepared with the following information:

- Parent First and Last Name
- Social Security Number of Individual Identification Number
- Mailing Address
- Phone Number
- Adjusted Gross Income
- Child(ren) First and Last Name
- Date(s) of Birth
- School name
- Grade

To complete the verification process, parents must present one of the following documents: a US passport, a government-issued State ID, a driver's license, or a Green Card. Additionally, for child verification, parents must provide one of the following options for their children: a birth certificate, a US passport, a government-issued State ID, a 1040 Federal Tax Return, or a driver's license.

AGE VERIFICATION

Parents might be asked to upload documentation to verify the student's kindergarten thru grade 12 age. Acceptable documentation can include a state-issued ID, passport, or birth certificate.

PARENT PARTICIPATION AGREEMENT

Idaho Code § 33-1031(3) requires all applicants to sign a parent participation agreement:

The parent of a participant must use grant funds only for eligible education expenses. If a parent is found to misuse grant funds, then neither the parent nor another parent of the student living in the same household may apply for a grant in the future for any student, provided that the parent may appeal the finding to the board.



UNVERIFIED ELIGIBILITY

If your application is deemed ineligible because your information cannot be verified you will receive an email notification. Grants are discretionary and not subject to appeal rights, including, but not limited to, appeals under the Idaho Administrative Procedure Act. You may request reconsideration within five (5) business days of the notice. To request reconsideration, applicants can contact the Office of the State Board of Education at 208-334-2270.

Reconsideration Requests

If you request reconsideration, you must submit all requested information in the time specified by the State Board of Education. The State Board of Education's determination concerning your eligibility must be final and binding. No additional rights or challenges must be provided following the Office of the State Board of Education's decision.

CHANGES TO AN ACCOUNT

A parent/legal guardian may transfer ownership of an account to another parent/legal guardian eligible to oversee the account. To transfer ownership, the existing designated parent/guardian should submit a request for a Change of Designated Parent/Guardian to the State Board of Education. Once reviewed and processed by the State Board of Education, the new designee assumes all oversight of the account. The State Board of Education will email the vendor with the requested change. The vendor will update the system and resend welcome emails and/or password resets as needed. A student's name cannot be transferred to another family member.

WITHDRAWAL FROM PROGRAM

A parent may withdraw their student from the program at any time by submitting a notice of withdrawal to the State Board of Education. The student's account will be closed, and any remaining funds will be returned to the SBOE for redistribution to other qualified students.



USE OF FUNDS

All funds distributed through the Empowering Parents Grant Program are to be used for the benefit of an eligible kindergarten through 12th grade student and for the purchase of eligible education expenses through an online Marketplace. Misuse of funds will result in the denial of eligibility to make future purchases or to apply for future grants.

Grant funds become available in the applicant's Digital Wallet within thirty (30) days of award. Parents have two calendar years from the date of the award to spend the funds. Any funds remaining in an Awardee's Digital Wallet after the date of expiration are returned to the Empowering Parents fund for redistribution to another awardee.

Product Safety: Parents are responsible for reviewing the manufacturer's recommended minimum age use and safety disclaimers when determining whether an education product is appropriate for their student.

Returns and Damages: The State Board of Education is not responsible for returns or damaged goods or services. Purchases made through the Marketplace are subject to the return policies of each individual vendor.

Reasoning Statement: When submitting an order request parents will submit a purchase reasoning statement attesting that the item(s) is for an educational purpose.



ELIGIBLE EXPENSES

Parents and guardians of an eligible student must agree to use funds deposited into their digital wallet only for qualifying educational expenses. Section 33-1030, Idaho Code, defines eligible education expenses to include: Computer hardware, internet access, or other technological devices or services that are primarily used to meet a participant's educational needs;

Textbooks, curriculum, or other instructional materials, including educational software and applications;

Fees for national standardized assessments, advanced placement examinations, examinations related to college or university admissions, or industry-recognized certification examinations;

Therapies, including but not limited to occupational, behavioral, physical, speech-language, and audiology therapies, or other services or therapies specifically approved by the board;

Educational programs offered for a fee or pursuant to contract by a school district, public charter school, or career technical education program to nonpublic students, provided that such students may not be counted for purposes of calculating public school enrollment; or

Other education expenses and services as approved by the board, upon recommendation of the parent advisory panel established pursuant to section 33-1032, Idaho Code. This includes:

Registration fees and required materials for education camps and classes offered for a fee by a Board approved vendor

Non-technological education equipment that may be necessary to facilitate a student's participation in educational activities

Physical educational equipment, gear, uniforms, or pay-to-play fees required for participation in organized physical education activities

Musical instruments and tutoring services

Costumes and uniforms - clothing necessary to facilitate participation in an educational camp, class, or event



MORE ON ELIGIBLE EXPENSES

All education expenses are required to be used to support a student's current class or curriculum needs.

Parents agree that all funds distributed through the Empowering Parents Grant Program are to be used for eligible education expenses and therefore used to support a student's current class or curriculum or identified through a student's individual education plan (IEP) as necessary to facilitate their learning.

The use of the funds may be subject to audit by the state of Idaho. If funds are found to have been used for non-eligible expenses the confirmed misuse of funds will result in the denial of eligibility for future grants.

A list of commonly approved and denied education expenses is updated and maintained on the Empowering Parents website. This is not a conclusive list but is guidance regarding what items are allowed and not allowed under the Empowering Parents Program.

REFUNDS

Empowering Parents funds shall not be refunded, rebated, or shared with another parent. Any refund or rebate for goods or services purchased by a parent will be credited directly back to the digital wallet from the vendor within 30 days.



MISUSE OF FUNDS

The State Board of Education takes its duty to manage public funds with the utmost seriousness. Parents and guardians are asked to approach participation in the program with similar conviction. The State Board of Education frequently monitors for fraud and misuse to ensure that the public funds are spent responsibly.

Misuse of Funds - Ineligible Purchases: When a parent attempts to purchase an ineligible product or service, the purchase will be denied, and the parent will be notified. Future attempts to purchase ineligible items will be considered a misuse of funds.

Misuse of Funds - Monetary Benefit: Seeking a refund, or rebate of grant funds directly from a vendor is considered misuse of funds. Similarly, reselling products purchased through the Marketplace for monetary benefit is also considered misuse of funds. All payments to vendors and all refunds or rebates due to the Awardee must be processed through the Digital Wallet.

Reimbursements: Reimbursements are not allowed. Grant funds are for the purchase of upcoming goods and services. Reimbursements and payments for past-due invoices are prohibited.

Fees: Late payment or refund payment fees are not allowed.

A parent account may be suspended if the Program Administrator has reason to believe that the parent made an ineligible purchase on the Marketplace.

Parents will be notified of the ineligible purchase with a copy of the participation agreement stating the risk of permanent removal and notice that parents can request reinstatement of the account by providing additional documentation to justify the eligibility of the purchase within (30) days.

If parents do not submit a request for reinstatement the account will be permanently deactivated at the conclusion of the thirty (30) day window. Parents will not be allowed to apply in the future, and any remaining funds will be returned to the State Board of Education for redistribution to other eligible applicants.



PARENT ADVISORY PANEL

Parents are the number one factor in determining the success of Idaho students. The Parent Advisory Panel for the Empowering Parents Grant program advises the State Board of Education on ways to implement, administer, and improve the Empowering Parents grant program.

The panel is established in Idaho Code 33-1032 and includes seven members. Three members are appointed by the Governor, two members are appointed by the Senate Pro Tem, and two members are appointed by the Speaker of the House.

The panel meets at the call of the State Board of Education.

Current Parent Advisory Panel members are found on the Empowering Parents website.

Parent Advisory Panel meetings are open to the public and will be noticed through Townhall Idaho. The panel makes recommendations to the State Board of Education.



GET IN TOUCH

To contact the panel or submit a public comment:
eppanel@osbe.idaho.gov



APPEALS

Parents who have been notified that they have made an ineligible purchase, have requested reinstatement, provided additional documentation, and have been denied reinstatement by the State Board of Education may appeal that decision to the Parent Advisory Panel.

The panel will review the request for reinstatement and will make a recommendation to either uphold the decision or recommend that the parent account be reactivated. Recommendations from the Parent Advisory Panel regarding appeals of parent account reactivations are made to the Executive Director of the State Board of Education to whom the Board has delegated the authority to accept or reject such recommendations. This is a final decision.



DEFINITIONS

- (1) "Assessment" means an examination or another objective evaluation of a student's academic performance, academic engagement, or college or career readiness.
- (2) "Board" means the state board of education.
- (3) "Eligible education expenses" means:
 - (a) Computer hardware, internet access, or other technological devices or services that are primarily used to meet a participant's educational needs;
 - (b) Textbooks, curriculum, or other instructional materials, including educational software and applications;
 - (c) Fees for national standardized assessments, advanced placement examinations, examinations related to college or university admissions, or industry-recognized certification examinations;
 - (d) Therapies, including but not limited to occupational, behavioral, physical, speech-language, and audiology therapies, or other services or therapies specifically approved by the board;
 - (e) Educational programs offered for a fee or pursuant to contract by a school district, public charter school, or career technical education program to nonpublic students, provided that such students may not be counted for purposes of calculating public school enrollment; or
 - (f) Other education expenses and services as approved by the board, upon recommendation of the parent advisory panel established pursuant to section 33-1032, Idaho Code.
- (4) "Eligible student" means a person in kindergarten through grade 12, whether a public school or nonpublic school student.
- (5) "Grant" means an award of one thousand dollars (\$1,000), which must be used for eligible education expenses.
- (6) "Grant distribution platform" means a digital platform through which grant funds are transferred from the board to participant accounts.
- (7) "Parent" means the parent or legal guardian of an eligible student or a participant.
- (8) "Participant" means an eligible student for whom a grant is awarded under section 33-1031, Idaho Code.
- (9) "Program" means the empowering parents grant program established by section 33-1031, Idaho Code.



Eligible Education Expenses

Idaho Code defines eligible education expenses. Approved and not approved items are listed below. This list is not conclusive. Examples are included but are not limited to the following items. The list presents examples of eligible and ineligible items in each category but is not extensive. Any questions should be escalated to OSBE for clarification.

Idaho Code § 33-1030 (a) Computer hardware, internet access, or other technological devices or services that are primarily used to meet a participant's educational needs	
Approved	Not Approved
Laptops, desktops, and tablets	TV's
Headphones	Smartwatches
Internet access	Computer Components
Speakers	Smartphones, Phones
Cameras	Karaoke machines
	Video game consoles and console accessories
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Educational workbooks	
Dictionaries	
Software subscriptions (single use with a maximum of 3 users for a family)	

Idaho Code § 33-1030 (c) Fees for national standardized assessments, advanced placement examinations, examinations related to college or university admissions, or industry-recognized certification examinations	
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Speech therapy	Services performed by interns
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Physical therapy	
Behavioral therapy	
Audiology therapy	
Vision therapy	
Dental therapy	

Idaho Code § 33-1030 (e) Educational programs offered for a fee or pursuant to contract by a school district, public charter school, or career technical education program to nonpublic students, provided that such students may not be counted for purposes of calculating public school enrollment

Idaho Code § 33-1030 (f) Registration fees and required materials for education camps and classes offered for a fee by a Board approved vendor

Approved	Not Approved
Tuition, technology, textbook and curriculum fees, and instructional materials for camps and extracurricular classes	Tuition and fees for enrollment in a virtual school or class in which the eligible student is enrolled as a private paying student
	Private school tuition and fees
	Religious camps
	Annual funds
	Giving Funds
	Fundraising fees, donation fees, volunteer waiver fees
	Homeschool co-op tuition and fees
	Gift cards
	Transportation and fees

Idaho Code § 33-1030 (f) Non-technological education equipment that may be necessary to facilitate a student's participation in educational activities

Approved Expenses	Not Approved Expenses
Backpacks, messenger bags, tote bag	Toys
Computer cases	Kitchen Appliances
School supplies	Household Appliances

Sensory items (handheld or specific to a student's educational program)	Household items: cleaning supplies, batteries, packing tape, etc.
Timers	Furniture, bean bags, gaming chairs, and loungers
K-12 lego kits	Animals
STEM project kits	Cricut or Silhouette machines and accessories
Art supplies and easels	Food (human or animal)
Board games	Green Houses
Calculators	Gas or electric-powered gardening tools
Planners/organizers	Label-makers
Educational flashcards	Desk organization: pen holders, file organizers, etc.
Microscopes	Gift cards
Telescopes	Water and sensory tables
Puzzles	Liquid floor tiles
Laptop stands	Stuffed animals
Horticulture and garden tools and kits	Weighted blankets and sheets
Sewing machines	
Lunchbox	Swings (indoor and outdoor)
Manipulatives: items that help with counting, time, measurement, shapes, addition, etc. (e.g. math cubes, legos, blocks, shapes, letters, etc.)	Games or puzzles with content that may pose a threat to the student or others or that promote violence or criminal behavior are ineligible for purchase.
Tools for CTE coursework	Rugs or foam tiles
	Storage and organization containers

Idaho Code § 33-1030 (f) Physical educational equipment, gear, uniforms, or pay-to-play fees required for participation in organized physical education activities	
Approved Expenses	Not Approved Expenses
Sports gear	Motorized equipment (treadmills, stationary bikes)
Sports competition fees	Recreational equipment
Weights, weight benches	Trampolines
Balls and ball goals	Motorized and recreational boats
Racquets and bats	Scooters/ride-on (including motorized and golf carts)
Swim goggles, fins, kickboards	Pools (in-ground and above)
Yoga mats, gymnastics mats	Camping equipment
	Bikes
	Playsets/swing sets
	Bouncy houses

Idaho Code § 33-1030 (f) Musical instruments and tutoring services	
Approved Expenses	Not Approved Expenses
Instruments (purchase and rental)	Maintenance, repairs, and related fees
In-person and online tutoring services	Tuning
	Insurance and service agreements

Idaho Code § 33-1030 (f) Costumes and uniforms – clothing necessary to facilitate participation in an educational camp, class, or event	
Approved Expenses	Not Approved Expenses
Leotards	School uniforms
Dance shoes	Dress up and imaginary play clothing
Karate uniform and belts	
Extracurricular class and camp t-shirts that are required to participate	
Sport uniforms	
Dance uniforms and costumes	
Theatrical costumes	
Uniforms for competitive sports teams	

**CONSENT
DECEMBER 13, 2023**

SUBJECT

Appointments to the Curricular Materials Selection Committee

REFERENCE

2015	The State Board of Education approved the 2015 Curricular Materials Selection Committee appointments.
2019	The State Board of Education approved the 2019 Curricular Materials Selection Committee appointments.
2020	The State Board of Education approved the 2020 Curricular Materials Selection Committee appointments.
2021	The State Board of Education approved the 2021 Curricular Materials Selection Committee appointments.

APPLICABLE STATUTE, RULE, OR POLICY

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 Selection Committee helps to provide equity in the quality of instructional materials available to Idaho's public schools. The Committee recommends instructional materials for adoption by the State Board of Education (Board). Upon adoption by the Board, the State Department of Education contracts with the publishers of the materials, ensuring that all public schools, regardless of size, have the choice to purchase these quality materials at a low, contracted price.

Section 33-118a, Idaho Code and IDAPA 08.02.03.128, set forth criteria for membership on the Curricular Materials Selection Committee (Committee). Committee members are appointed by the Board for a period of five (5) years. In accordance with IDAPA 08.02.03.128, the Committee consists of not less than ten (10) total members from the following stakeholder groups: certified Idaho classroom teachers, Idaho public school administrators, Idaho higher education officials, parents, trustees, local board of education members, members of the Division of Career Technical Education, and State Department of Education (Department) personnel. The Executive Secretary is an employee of the Department and a voting member of the Committee.

To fill current and upcoming vacancies on the Committee, nominations were sought from school districts, parent organizations, and Department staff. Resumes and other application materials for interested individuals are attached.

CONSENT
DECEMBER 13, 2023

Nominees for appointment include:

- Kristi Enger
- Emalee Merrell
- Bernadette Edwards
- Jessica Geiger
- Kristen Pomerantz
- Lisa Olsen

The Department recommends the appointment of all nominees.

IMPACT

Appointment of Curricular Materials Selection Committee members ensures statutory compliance. Once nominations are approved, the committee can begin reviewing curriculum for anticipated recommendations to the Board in 2024.

ATTACHMENTS

- Attachment 1 – Current Curricular Materials Selection Committee Members
- Attachment 2 – Kristi Enger Application Materials
- Attachment 3 – Emalee Merrell Application Materials
- Attachment 4 – Bernadette Edwards Application Materials
- Attachment 5 – Jessica Geiger Application Materials
- Attachment 6 – Kirsten Pomerantz Application Materials
- Attachment 7 – Lisa Olsen Application Materials

STAFF COMMENTS AND RECOMMENDATIONS

The nominees appear to fulfill the requirements for the composition of the curricular materials review committee as described in IDAPA 08.02.03.128.

Board staff recommends approval of all nominees.

BOARD ACTION

I move to approve the request by the State Department of Education to appoint Kristi Enger to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing Career Technical Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Emalee Merrell to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing the State Department of Education.

**CONSENT
DECEMBER 13, 2023**

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Bernadette Edwards to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing local school board members.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Jessica Geiger to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing parents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Kirsten Pomerantz to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Lisa Olsen to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing Idaho certified educators.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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
Stacey Jensen Term Expires: September 30, 2026	Certified Idaho Classroom Teacher Pocatello/Chubbuck School District #25
Robyn Hill Term Expires: February 28, 2026	Certified Idaho Classroom Teacher Nampa School District #131

Committee Member	Stakeholder Group
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

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

October 10, 2023

Chrystal Allen, Curricular Materials Coordinator
Idaho State Department of Education
650 W State Street
Boise, ID 83720

REQUEST FOR RENEWAL AS CURRICULAR MATERIALS SELECTION COMMITTEE MEMBER

Please accept this letter as my formal request to remain a member of the Curricular Materials Selection Committee for another term. My current term expires May 31, 2024.

I have appreciated the process that Idaho takes in carefully reviewing curricular materials for use in Idaho K-12 schools. As an educator and a director of educator certification at the state level, I believe our process thoughtfully offers districts thorough and reliable evaluations that allow districts to make informed decisions when purchasing curricular materials that align Idaho learner standards and competencies. As a result, districts can expend limited resources for greater impact.

I appreciate the opportunity to be considered for another term. Should you have additional questions, please do not hesitate to contact me.

Respectfully,



Kristi Enger, Director
Certification and Professional Development

EMALEE MERRELL

PROFILE

To serve the districts, schools and students of Idaho as a life long learning with a passion for excellence.

EXPERIENCE

COORDINATOR: PROFESSIONAL LEARNING COMMUNITY AND TIERED SYSTEM OF SUPPORTS, IDAHO DEPARTMENT OF EDUCATION;

BOISE, ID — 2023-PRESENT

Provide instructional leadership to district and building personal in the implementation of Professional Learning Communities at the state level.

ASSISTANT PRINCIPAL, GEM PREP MERIDIAN PUBLIC CHARTER SCHOOL;

MERIDIAN, ID — 2021-2023

Provide instructional leadership to staff including, professional development, observation and evaluations. Work with parents and community to communicate and deliver Gem Prep mission and vision of a college preparatory school.

SOCIAL STUDIES ACADEMIC COACH, WEST ADA SCHOOL DISTRICT #2;

MERIDIAN, ID — 2019-2021

Work with teachers to build a guaranteed and viable curriculum with priority standards and proficiency scales for all K-12 Social Studies courses. Create and deliver professional development opportunities district wide, focusing on instructional strategies and online platforms. — Committees: Social Studies Educational Preparatory Program Review Idaho Department of Education, Instructional Strategies Playbook, MTSS, District Certification Team HRS Level 2.

SOCIAL STUDIES TEACHER, MERIDIAN TECHNICAL CHARTER HIGH SCHOOL;

MERIDIAN, ID — 2011-2019

Taught US History 10 and American Government in a blended learning environment. Developed curriculum for U.S. History 10 Survey, American Government 11 Dual Credit College of Western Idaho Pols 101, Contemporary World Issues 11 Culture and Conflicts — Committees: Standard and Curriculum review for Idaho Department of Education 2015, School Accreditation Team 2017, Conversations Across Time-Teaching American History Grant, Idaho Mastery Educators Network Team, and Student Government Adviser.

EDUCATION

University of Idaho, Boise, ID — Spring 2009

EDUCATIONAL LEADERSHIP — MASTERS OF EDUCATION

CERTIFICATE IN: SCHOOL PRINCIPAL (PRE-K-12)

ADDITIONAL TRAINING: IMEN, DANIELSON MODEL TRAINING

Boise State University, Boise, ID — Fall 2006

SECONDARY EDUCATION-HISTORY — BACHELOR OF ARTS — MINOR POLITICAL SCIENCE

CERTIFICATES IN: HISTORY, POLITICAL SCIENCE, SOCIAL STUDIES, AND ENGLISH (6-12)

BERNADETTE EDWARDS

NATIONAL ACADEMIC ADVISOR

Experience

Professional Realty Services Realtor

2020-Present

Maximize efficiency in marketing and client satisfaction. Over 50 transactions each year in a market of 4000 people, with \$12 million dollars in annual sales.

Superintendent of Public Instruction - Elect, Idaho Transition Team Member

Present

One of twenty-two members selected from the State of Idaho to assist the Superintendent Elect in staffing and organization of the State Department of Education, in addition to helping develop the K-12 budget revision and funding priorities for next year, building policy around skills and career readiness in K-12, parental empowerment, and other priorities for the Idaho State Department of Education.

Mountain View SD 244

2021-Present

School Board Member

Develop a 5 year academic growth strategy for the school district. Analyze financial reports. Ensure operational efficiency. Communicate positively with constituents.

Mountain View School District

2007-2020

Teacher, Athletic Director, Mentor

Renaissance Building/District Manager. Teach reading, careers, CAD and 3D printing, woodshop, math, reading, Spanish, keyboarding, computers, driver's education, social studies, science, physical education and health. Maintain a classroom website and technology in the building. Supervise and streamline all extracurricular schedules, teams, referees, sports staff, and coaches. Grant Program Manager.

USDA Forest Service

2001-2007

Firefighter, National Intelligence Dispatcher

Design and maintain website fs.fed.us/r1/nezperce/gvc. Train high-level firefighters to instruct fire courses. Disseminate data through national reports and GIS mapping. Fleet Management, Employee Hiring and Managing.

Escuela Bilingue Honduras

2000-2001

Teacher, Spanish

Teach mathematics, science, language, PE and reading to Honduran students. Intermediate Spanish classes and introduction to ESL courses.

NASA EOS Education Project

1997-2000

Curriculum Review, National Trainer

Present NASA Scientific technologies to educators at national conferences with a 30 laptop lab. Evaluate NASA subcontracts with other university and government entities. Hire teachers and coordinators to work with the grant.



Expertise

Strategic Vision and Planning
Drive to Execute
Strong Communication
Public Speaking
Motivational Mentality
Growth Mindset
Effectively Collaborates
Fosters Employee Engagement
Inspirational Leadership
Supportive Coaching
Targeted Training
Renaissance User Perspective

Education

2019

Master in Ed. Leadership
Ed. Administrator Certification

2004

Master in Education
Teacher Certification

1999

Bachelor of Science
Forestry
Resource Conservation
Fire Management

Contact

[Redacted contact information]

BERNADETTE EDWARDS

TRUSTEE, EDUCATIONAL SPECIALIST

TO WHOM IT MAY CONCERN,

I am submitting this letter of interest for the Curricular Materials Selection Committee at the Idaho State Department of Education.

I understand how important curriculum is for the success of students, teachers, and districts academically. The districts and educators use the suggestions of the State Department of Education to guide their curriculum selection and further their instruction. These districts also invest a lot of money into those curriculums in hopes that they will give their students an advantage. Those suggestions must be deeply vetted for success.

I earned a Masters in Educational Leadership recently but more importantly, I taught at many different grade levels for fourteen years. That experience solidified the importance of curriculum.

I spent a year in Honduras teaching, where they had little funds but they knew the importance of curriculum. They put curriculum first and their students benefited from research-based organized instruction.

My email is bedwardsidaho@gmail.com and my cell is 208-553-5101. Feel free to reach me in whatever way works best for you. Thank you for your time and attention, and I look forward to hearing from you soon.

With best regards,

Bernadette Edwards

BERNADETTE EDWARDS

Jessica Geiger

jessjgeiger@gmail.com

SKILLS

- Ability to work with diverse populations
- Impeccable customer service
- Data collection
- Experience training others
- Microsoft Office Suite
- Solution oriented
- Interpersonal skills
- AR/AP
- Enhanced critical thinking and problem solving skills
- Current background check
- CPR/1st Aid
- Goal driven
- Budgeting
- Program Management Experience

Extensive experience working with children from birth to age 6

EXPERIENCE

North Idaho College Head Start, Cd'A, ID,

Health and Nutrition Services Manager

March 2022 - PRESENT

- Assure implementation of all Head Start Performance Standards, policies, and procedures for health services.
- Design and deliver training.
- Site monitoring and compliance verifications.

North Idaho College Head Start, CdA, ID and Rathdrum, ID -

Supervisor of multiple Head Start sites and classrooms

May 2019 - May 2022

- Responsible for supervision of 10+ employees, coordinating and monitoring all center operations, program planning, fiscal responsibilities, and strategic planning.
- Management of enrollment and recruitment, development and enhancement of community collaboration, and facilitation of parent involvement.

North Idaho College, CdA, ID - Sr. Administrative Assistant

August 2013 - May 2019

- Responsibilities include performing a variety of complex, diverse and confidential duties that involve exercising independent judgment and discretion, multi-tasking with efficiency, maintaining accuracy, and supervising 10+ employees.

- Serve as a central point of contact with other departments and external constituencies in the resolution of a variety of day to day matters.

North Idaho College, CdA, ID - Classroom Teacher/Head Start Teacher

August 2008-August 2013

- Responsible for planning, implementing, individualizing and evaluating classroom curriculum as well as maintaining positive parent/teacher relationships.
- Participated in conferences, home visits, screenings, and assessments.

Nickel's Worth, CdA, ID - Classifieds Manager and Editor

July 2001 - July 2008

- Oversee all aspects of the classified ads department including editing, billing, collections, and supervising a staff of 5.

Family Biz Kids, Edmonds, WA - Educator

June 2012 - PRESENT (Contracted position one week each year, late June)

- Plan and create tailored programs for children, youth, and the next generation to support their development, cultivate their commitment to family enterprise and nurture the continuity of family relationships.
- Teach concepts and strategies that families can use to communicate and resolve conflicts among themselves.
- Explore children's talents, leadership assets, and predisposed interests.

EDUCATION

University of Idaho, CdA - M.S. Adult Organizational Learning and Leadership

August 2011 - May 2013

This degree offered mastery in understanding, analyzing and applying organization development theory and methods, transformative learning processes and strategic thinking, development of personal leadership capacity, and evaluation of intervention options for facilitating healthy organizational change.

COMMUNITY OUTREACH

Board Director Inland Northwest SIDS Foundation 2014-2015

Child Passenger Safety Tech, Safe Kids Worldwide 2009-present

Certified Safe Sleep Educator, Cribs for Kids, 2013-present

Panhandle Health District Medical Corp Reservist 2020-present

Hello,

I am interested in sitting on the Curricular Materials Selection Committee as I currently have a child attending the Lakeland School District, and another who will join in 2025. I have had 6 children attend 4 different public districts in Idaho over the last 17 years and have been active in all of their academics.

I am dedicated to public education outside of the attendance of my own children as well, and would love to provide insight and direction on curriculum materials. I have a Master's of Science in Education, as well as an undergraduate degree in Child Development.

Please feel free to reach out with any questions.

Warm Regards,
Jessica Geiger

CONSENT
DECEMBER 13, 2023
CURRICULUM VITAE
University of Idaho

ATTACHMENT 6

NAME: Kirsten L. Pomerantz

DATE: August 19, 2023

RANK OR TITLE: Instructor

DEPARTMENT: Curriculum and Instruction

OFFICE LOCATION AND CAMPUS ZIP: Harbor Center, Coeur d'Alene 83814

OFFICE PHONE: 208-292-2527

EMAIL: kpomerantz@uidaho.edu

WEB: <https://www.kirstenpomerantz.us/home>

DATE OF FIRST EMPLOYMENT AT UI: August 2020

DATE OF TENURE: Untenured

DATE OF PRESENT RANK OR TITLE: August 2020

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

Master of Education, K-12 Special Education, University of Idaho, December 2012
Secondary Science CLAD (Cross-Cultural, Language, and Academic Development)
Certification, California State University, Chico, CA, May 2002
Bachelor of Arts, Cultural Anthropology, University of California, Santa Cruz, CA,
December 1996

Certificates and Licenses:

Idaho Exceptional Child Generalist K-12 (expires 8/31/26)
Idaho English 6-12 (expires 8/31/26)
Idaho Mathematics 6-12 (expires 8/31/26)
Idaho Earth and Space Science 6-12 (expires 8/31/26)

EXPERIENCE:

Teaching, Extension, and Research Appointments:

University Faculty

Instructor in Curriculum and Instruction, University of Idaho, August 2020 – present

Credentialed Teaching

- High School English Teacher, Lake City High School, September 2013 – July 2020
- AP Literature Exam Reader, ETS/College Board, Kansas City and Salt Lake City, June 2018, 2019, 2020
- Special Education Teacher, Lake City High School, Coeur d'Alene, September 2012 – June 2013
- Math Teacher, Direct Care Staff, and Transition Specialist, Innercept LLC, Coeur d'Alene, November 2008 – August 2012
- Keyboarding Instructor, Title I assistant, and playground child supervision, Atlas Elementary, Coeur d'Alene, September 2008 – November 2008
- Substitute Teacher, grades 1-12, California and Idaho, 2000-02, 2008
- 5th - 7th Grade Teacher, School Indigo, Coeur d'Alene, January 2007 – March 2007

- Science Teacher, Lindhurst High School, Olivehurst, CA. August 2002 – December 2002

Academic Administrative Appointments:

Lake City High School

- Building Leadership Team, elected position, 2019-2020
- English Department Chair, elected position, 2018-2019
- Student Teacher Mentor Teacher, appointed position, 2017-2018, 2020

Non-Credentialed Educational Employment and Volunteer Work:

- Academic Tutor, Northwest College Support, Cultivation Counseling, CDA, ID, 2012-2013
- Pre-Camper Coordinator, Darshan Meditation Camp, Science of Spirituality, VA, 2007
- In-Home Child Care, infants through primary grades, CDA, ID, 2003-2004, 2007-2008
- Teacher, Elementary English and math and high school math, Great Success School, Cupertino, CA, 1997
- Environmental Educator, Environmental Volunteers, Palo Alto, CA, 1997

Office Work, Program Coordination, and Management/Leadership:

- EF Tours Group Leader, Lake City High School to Western and Central Europe, 2019, 2023
- Poetry Out Loud Competition organizer, Lake City High School, 2020
- Volunteer Program Coordinator, Coeur d'Alene Safe Routes to School, 2008
- Site Coordinator and Instructor, Science Adventures, June 2000 – September 2000
- Site Coordinator, San Jose LEARNS elementary after-school program, San Jose Parks and Recreation, August 1999 – December 2000
- Program Director, Santa Cruz Service Corps (AmeriCorps), August 1998 – October 1999
- Community Organizer, Environmental Action, Greenstone Grassroots Campaigns, Santa Cruz, CA, 1995-1996
- Residential Assistant/Program Assistant, EF! Education, Santa Clara University, CA, 1994
- Parish Office Receptionist, St. Martin of Tours, San Jose, CA, 1986-1987

Internship Experiences:

- Office Assistant (Work Study), UCSC Business Administrative Systems/Business Process Redesign (BAS/BPR), Santa Cruz, CA, 1994-1995
- Librarian/Archivist, Space Research Assistant, Foothill Community College District Internship Program, NASA/Ames Research Center, Moffett Field, CA, 1992-1993

TEACHING ACCOMPLISHMENTS:

Areas of Specialization:

Elementary Education: Literacy, Intervention, Social Studies
Clinical Practice and Placement

Assessment and Accreditation
Instructional Design and Pedagogy
Culturally Responsive Teaching
Special Education

Courses Taught:

University of Idaho

Fall 2023

EDCI 201: Contexts of Education, co-teach with Dr. Brant Miller (68 students)
EDCI 302: Teaching Culturally Diverse Learners, Zoom class meetings (18)
EDCI 466: Literacy Assessment and Intervention, online/optional Zoom (22)
EDCI 499: Directed Study: Theory and Practice of Elementary Literacy (EDCI 320) (1)

Spring 2023

EDCI 241: Introduction to the Study of Language, online-only (29 students)
EDCI 320: Teaching Reading and Literacy, in-person (8)
EDCI 401: Internship Seminar, online/Zoom, co-taught with Dr. Corey McKenna (23)
EDCI 409: Integrated Elementary Practicum Methods II, in-person, co-taught with Dr. Corey McKenna (8)
EDCI 466: Literacy Assessment and Intervention, online/optional Zoom (20)

Fall 2022

EDCI 302: Teaching Culturally Diverse Learners, in-person (9 students)
EDCI 328: Elementary Social Studies Education, in-person (8)
EDCI 408: Integrated Elementary Practicum Methods I, online/Zoom (8)
EDCI 466: Literacy Assessment and Intervention, online-only (20)

Summer 2022

EDCI 241: Introduction to the Study of Language, online-only (4)
EDCI 301: Learning, Development, and Assessment, online-only (13)
EDCI 320: Teaching Reading and Literacy, online-only (2)
EDCI 543: Learning, Development, and Assessment, online-only (9)

Spring 2022

EDCI 320: Teaching Reading and Literacy, in-person (12)
EDCI 321: Literature for Children, in-person (12)
EDCI 322: Teaching Writing/Language Arts, in-person (12)
EDCI 401: Internship Seminar, online/Zoom (16)
EDCI 409: Integrated Elementary Practicum Methods II, in-person (12)
EDCI 466: Literacy Assessment and Intervention, online-only (37)

Fall 2021

EDCI 302: Teaching Culturally Diverse Learners, hybrid, co-taught with Dr. Vanessa Anthony Stevens (48)

EDCI 328: Elementary Social Studies Education, in-person (9)
EDCI 408: Integrated Elementary Practicum Methods I, online/Zoom (10)
EDCI 466: Literacy Assessment and Intervention, online/Zoom (19)
EDCI 544: Teaching Culturally Diverse Learners, hybrid, co-taught with Dr. Vanessa Anthony Stevens (5)

Summer 2021

EDCI 241: Introduction to the Study of Language, online-only (2 students)
EDCI 302: Teaching Culturally Diverse Learners, in-person (4)

Spring 2021

EDCI 320: Teaching Reading and Literacy, in-person (12)
EDCI 321: Literature for Children, hybrid (11)
EDCI 322: Teaching Writing/Language Arts, in-person (13)
EDCI 401: Internship Seminar, online/Zoom (20)
EDCI 409: Integrated Elementary Practicum Methods II, in-person (12)
EDCI 466: Literacy Assessment and Intervention, online/Zoom (36)

Fall 2020

EDCI 302: Teaching Culturally Diverse Learners, hybrid, co-taught with Dr. Vanessa Anthony Stevens (41)
EDCI 328: Elementary Social Studies Education, in-person (13)
EDCI 408: Integrated Elementary Practicum Methods I, online/Zoom, co-taught with Dr. Taylor Raney (13)
EDCI 544: Teaching Culturally Diverse Learners, hybrid, co-taught with Dr. Vanessa Anthony Stevens (5)

Lake City High School

Basic English 9, 10, 11: Core English, modified curriculum, pacing, and supports, 2013-2020
English 9, 11: Core English course, 2013-2020
Advanced Placement (AP) Literature and Composition, 2015-2020
Science Fiction and Fantasy Reading and Writing, English elective, 2016-17
Seminar for Success (Tier 2 PBIS course), elective/selected by administrators, 2017-2020
Sources of Strength, elective/student leadership, 2019-2020

Students Advised:

Undergraduate Students:

Fall 2023: 33 advisees, 12 prospective students
Spring 2023: 40 advisees, 19 prospective students
2022 completed B.S. Ed: Alania Chambliss, Elizabeth Giampietro, Michael Martin, Rachel Pond, Micah Valentine, Toriana Wilson; Bethany Newton BS Ag Ed
Fall 2022: 50 advisees
Spring 2022: 33 advisees
Fall 2021: 24 advisees
2021 completed BS Ed: Dalton Fry, Elementary Education with a secondary math

endorsement

2020-2021: Krista Olmstead, BS Ed, Spring 2021

University Supervisor:

Current student, Anticipated graduation Fall 2023

Alexia Peck, Graduated in Spring 2022

McKenna Henderson, Graduated Fall 2021

Sierra Hicks, Graduated in Spring 2021

Graduate Students:

Materials Developed: (non-scholarship activity)

In development: Edits to Elementary Education program materials and description on UI website, Spring-Fall 2023

In development: Advising guide for elementary education program online strand, Spring-Fall 2023

Praxis guide, University of Idaho Gary Strong Library Guide (LibGuide), co-developed with Marco Seiferle-Valencia, published on UI website Spring 2023

Updated the Teacher Education Lesson Plan Template, Spring 2021, Spring 2023

Co-developed longitudinal tracking of student progress over teacher certification program, 2022-2023

Praxis overview, study resources, and content overview, Spring 2022

Clinical placement database of North Idaho schools, teachers, 2020 – present

Updated Coeur d’Alene Practicum Handbook, 2020 – 2021

Revised Curriculum and Instruction Department Lesson Plan Template, 2021

Every Kid on Tubbs Hill – 4th-grade field trip kits for Coeur d’Alene area students – with Jessica Bryant and the Tubbs Hill Foundation – In Progress, 2020 – 2022

Courses Developed:

Course update and re-design EDCI 241 for student-supportive asynchronous online delivery

Course re-design and transition to Canvas (Learning Management System) for EDCI 320, 321, and 322, Spring 2022

Seminar for Success – Elective, Tier 2 intervention at Lake City High School

Sources of Strength – Elective, upstream suicide-prevention program at Lake City High School, 2018-2020

Non-credit Classes, Workshops, Seminars, Invited Lectures, etc.:

"Toward Inclusive Teaching, Research, Outreach and Service" Roundtable member for UI 2023 New Faculty Orientation, August 2023

"Idaho’s Gifts to This Yardener": Kootenai County Democrats annual huckleberry social, July 2023

"Introduction to the Charlotte Danielson Framework for Teacher Evaluation" and

"Connecting the University of Idaho Lesson Plan Template to Indigenous Pedagogies": 5th Annual IKEEP Teacher Mentor Summit: University of Idaho (30 participants), March 3-4, 2023.

“Planning for Tomorrow and Beyond: A Deep Dive into the Elements of a Formal Lesson Plan”: Idaho Education Association Summer Institute: *Into the Future*. 90-minute web-only session (28 participants) and a 90-minute live session (20 participants), July 27 and 30, 2022.

“Utilizing Jigsaw for Group Learning and Active Collaboration”: University of Idaho 7th Annual Active Learning Symposium. Co-presenter, 50-minute web-only session, 12 participants, May 3, 2022

“Praxis Introduction and Overview” and “Praxis Reading Teacher Exam” presentations on Zoom to five attendees, recorded and shared in multiple formats for teaching candidates, spring 2022

“How Psychology Can Help Cultivate Compassion”: Idaho Coaching Network (ICN) Statewide Conference: *Passion and Purpose*. 70-minute interactive Zoom presentation, 22 participants, April 24, 2021

Top Scholars’ Breakfast speaker. Lake City High School Top 10 Scholars’ Breakfast address, nominated by the scholars, 2018, 2020

Community Dialogue facilitator for Coeur d’Alene Education Partnership’s Board Development and solicitation of community input, 2019

“Tips and Tricks for Working with Kids from Hard Places: TBRI Principles.” Idaho Art Educators Conference, 2019

“Introduction to Google Apps for any classroom” at the North Idaho STEM Conference, Coeur d’Alene, ID, 2019

Coeur d’Alene School District: An Introduction to Elements of Attachment Theory and its Application to Students with Trauma (TBRI), 2019

Teacher of the Year speeches: CdA Chamber of Commerce New Teachers’ Reception, CdA Rotary Club’s Regional Top Scholars’ breakfast, and the Coeur d’Alene Education Association’s Educator Recognition and Retirement Dinner, 2018-19

“Cultivating in a Fertile Garden.” Poster Presentation at the North-West Regional PBIS Conference, Tacoma, WA, 2018

Lake City High School’s PBIS team (four teacher members) co-presented on our work in a breakout session at Idaho PBIS Conference, Boise, ID, 2018

Co-presenter, “Multi-modal Composition,” with Gwen Reed at Coeur d’Alene school district cross-district collaboration, 2016

Honors and Awards:

Nominee, Hoffman Award in Teaching Excellence, 2023

Selected by Top Ten Graduating Seniors to deliver awards speech, 2018, 2020

Idaho Master Educator Award, Master Educator Premium, 2019

North Idaho Student Awards Recognition (NISTAR) Valedictorian’s Honored Teacher, 2019

Coeur d’Alene School District Teacher of the Year, 2018

SCHOLARSHIP ACCOMPLISHMENTS:

Refereed/Adjudicated:

CAEP Team Observer and Backup writer, spring 2023 – fall 2023

ETS/Praxis Standards-Setting for Elementary Education Content-Specific Exams under

development, December 2020

Reader – AP Literature and Composition Exam, ETS/College Board, 2018, 2019, 2020

Reviewed and coached valedictorian and salutatorian graduation speeches at Lake City High School in Coeur d’Alene, 2017 – 2020

Writing Judge: student entries for Coeur d’Alene City library story-writing competition, 2017

Presentations and Other Creative Activities:

Edited and proofread a self-published children’s story for music educator Jennifer Ristvedt-Hille, *The Joe Family from Grand Staff and the Common Sidewalk*, 2022-2023

Edited and proofread a self-published novella manuscript for Lynne Pullezzi, *What the Wind Blew In*, 2019-2020

“Teaching for Transfer, High School to College: Writing Skills” workshop co-presenter with Barbara Kirchmeier (and two others). NCTE CCCC, Portland, OR, 2017

Wrote press releases for annual events with the Coeur d’Alene Education Partnership: School Library Fundraiser “Disco Inferno” each fall, Coeur d’Alene State of the District event late each winter, and Meet the School Board Candidates each spring, 2017 – 2020

Wrote two newsletters each year for the Coeur d’Alene Education Partnership, a coalition centered around “uniting around, informing about, and promoting excellence” in our public schools, 2017 – 2020

Created a WordPress blog for The Coeur d’Alene Education Partnership, 2019

SERVICE:

Major Committee Assignments:

University of Idaho

Department:

- **Elementary Education Program Online Strand Coordinator**, December 2022 – present
- **Elementary Education Program Coordinator**, December 2020 – present
- **Teacher Education Coordinating Committee**, 2022 – present
- **Clinical Experiences Advisory Board:** UI Teacher Certification Program, 2020 – present
- University of Idaho Teacher Preparation **Assessment** (UI TPA) evaluator, 2020 – present
- **Promotion and Tenure Committee** for two clinical instructors: Department of Curriculum and Instruction, September 2021
- **Three-Year Review Committee** for two clinical instructors: Department of Curriculum and Instruction, January 2021

College:

- **Assessment and accountability** pilot, Canvas and Anthology, Spring 2023
- **Diversity, Equity, and Inclusion Working Group** Member: College of Education and Health and Human Sciences, September 2021 – present
- **EHHS Safety Committee**, 2022 - present
- **College Curriculum Coordinating Committee**, 2022 – present
- **College Scholarship Coordinating Committee**, 2022 – present

- **Student Services Coordinator Search Committee:** College of Education and Health and Human Science, September 2021

University:

- **Continuing Adult Professional Education Committee (CAPE),** August 2023 – present
- **University Safety and Loss Coordinating Committee (USLCC),** August 2022 – present
- **Common Read Committee:** University of Idaho, 2020 – present

Lake City High School

- **Building Leadership Team Representative,** 2019 – 2020
- **PBIS Team Leader,** 2016 – 2019
- **District Technology Advisory Council Member,** 2012-2018
- **Team Member,** Renaissance Team & REACH Committee, Lake City High School, Coeur d'Alene, ID, 2016-2017
- **Junior Class, Sophomore Class Co-Advisor,** Lake City High School Student Council, Coeur d'Alene, ID, 2014-2017
- **School District 271 Representative,** Coeur d'Alene Pedestrian and Bicycle Advisory Committee, 2012-2016
- **Common Core Alternate Assessment Planning Advisor,** National Center and State Collaborative (NCSC) / Idaho Community of Practice (COP), 2012-2013

Professional and Scholarly Organizations

Society for Information Technology and Teacher Education (SITE), 2023-present
Society for the Scientific Study of Reading (SSSR), 2023-present
Association of Teacher Educators (ATE), 2022-present
International Literacy Association (ILA), 2020-present
Idaho Education Association (IEA), 2012-present
National Council for Social Studies (NCSS), 2020-2023
National Association of Multicultural Education (NAME), 2020-2021

Outreach Service:

- **Clinical Placement, Community Partner, Region 1** for elementary education program (k-8) practicum students in Idaho's five northernmost counties and with state and regional university programs and other public and private organizations. 15-20 elementary education candidates, 10-15 secondary education candidates, 15-20 program liaisons, 2020 – spring 2023
- **Recruiter and Mentor** – transcript evaluation, degree/certification program discussions, study planning and progress monitoring, ongoing conversations. *39 advisees, 19 recruitment students, and several former students each semester*, 2020 – present
- **Latah County Historical Society and Idaho History Day Judge,** April 2023
- **ROC-On,** Steering committee member, 2023 – present
- **The Reading League – Idaho Chapter,** founding member, 2022 – present
- **Council for the Accreditation of Educator Preparation (CAEP) Site Evaluator,** 2022 – present

- **Idaho State Historical Society Educator Advisory Council**, 2022 – present
- **Welcome/Outreach Table** for Coeur d'Alene Back to School Breakfast, August 2022
- **Teacher Advisory Council for the Idaho Humanities Council**, Spring 2022 – present
- **Education Program Review Team for North Idaho College**, February 2022

Community Service:

- **Coeur d'Alene Chamber of Commerce Education Committee**, August 2021 – September 2022
- **Scripps Spelling Bee Judge** for regional competition, Spring 2022
- **Selection Committee for Coeur d'Alene School District's Teacher of the Year**, 2019, 2021
- **Volunteer Coordinator**, GizMotion / GizmoCDA, Coeur d'Alene, ID, 2017, 2018
- **Classroom Volunteer and PTA member**, Sorensen Elementary School, 2009-2015
- **Wolf Den Leader**, Cub Scout Pack 205, Old Missions District, Inland Northwest Council, Coeur d'Alene, ID, 2012-2013
- **Volunteer**, University of Idaho Student Advisory Group, Coeur d'Alene, ID, 2011-2012
- **Board Member, Religious Education Director**, North Idaho Unitarian Universalist Church, Coeur d'Alene, Idaho, 2008-2009
- **Representative of School District 271/Walking Community**, City of Coeur d'Alene's Pedestrian and Bicycle Advisory Committee, 2008
- **Secretary**, Kootenai-Shoshone County Green Party, 2004
- **Office Volunteer**, Chico Peace & Justice Center, CA, 2001-2002
- **Secretary, Member**, Santa Cruz Live Oak Grange #503, Santa Cruz, CA, 1998-99
- **Board Member, Membership Committee Chair**, Santa Cruz County Environmental Council, Santa Cruz, CA, 1999
- **Community Participant**, Community Discussion/Education Groups, 1997
- **Transcriptionist**, National Radio Project, Making Contact, Portola Valley, CA, 1997
- **Member and Delegate**, Santa Clara County Green Party, CA, 1997
- **Member**, San Jose Peace Center, 1997
- **Office Volunteer**, Santa Cruz Resource Center for Nonviolence, Santa Cruz, CA, 1995
- **Activities Chair**, DeAnza Science and Technology Society, 1993
- **Member**, DeAnza Phi Theta Kappa Club, 1993
- **Office Volunteer** for SETI (The Search for Extra-Terrestrial Intelligence) at NASA/Ames, 1993
- **Therapy Assistant**, Random Canyon Therapeutic Horseback Riding Program, PA, 1988

PROFESSIONAL DEVELOPMENT:

Workshops and seminars attended:

Idaho Dyslexia Professional Development, three online sessions for currently certified teachers, Spring 2023

Association of Teacher Educators (ATE) Annual Meeting in Jacksonville, FL, March 2023

5th Annual IKEEP Teacher Mentor Summit: University of Idaho, March 2023

Comprehensive Orton-Gillingham Plus (k-2) 30-hour Training; Institute for Multi-Sensory

Education (IMSE), December 2022
IKEEP Retreat (Indigenous knowledge, history, curriculum workshops), October 2022
Teaching and Learning Collaborative (PLC), College of Education and Health and Human Sciences, 2022 – present
ALER (Association of Literacy Educators and Researchers) Virtual Professional Development Summit, November 2020
AP Literature Learning Partner, College Board, 2019 – 2020
Master Educator Premium Portfolio Evaluation, 2019
Karyn Purvis Institute, TBRI Practitioner Training, 2019
Sources of Strength and QPR training, 2018 – 2019
Idaho Coaching Network, Cohort #6 and Returning Teacher, 2018 – 2020
AP Institute: AP Literature and Composition, 2015 – 2017, 2019
ENACT Statewide Institute, college and high school writing collaborative, 2016
Summer Teacher Institute, Idaho Humanities Council at Boise State (LBJ, Wallace Stegner), 2016, 2017
Grace Nixon Institute Graduate level English classes, University of Idaho, 2014, 2017

Scholarship:

Judge: Idaho History Day student presentations, Latah County Historical Society and Idaho History State Historical Society, Moscow, ID, Spring 2023
Judge: College of EHHS Research Symposium, undergraduate poster presentations, 2021 – present
Student: ED 574: Qualitative Research Methods, Dr. Anne Kern, Fall 2021

Outreach:

Collaborations with literacy specialists (Title 1 teachers) in Coeur d'Alene and Moscow schools – EDCI 302 "WIN Time" practicum (8 students); EDCI 466: 2 students at Lena Whitmore, 2 at Russell Elementary, 3 at Winton Elementary, Fall 2021 – present
CAEP (Council for the Accreditation of Educator Preparation) Site Evaluator training, 2022

Administration/Management:

Student EDAD 509: Educational Policy and Politics for Education Leaders, Spring 2022

KIRSTEN POMERANTZ

kpomerantz@uidaho.edu

16 October 2023

Chrystal Allen, Curricular Materials Program Specialist
Idaho State Department of Education
650 W State St, Boise, ID 83702

Dear Chrystal Allen:

I am interested in serving on the Idaho State Curricular Materials Selection Committee. I am an Idaho Certified Teacher and a faculty member with the University of Idaho's Teacher Education Program in the Curriculum and Instruction Department and believe that I could be of service in this role.

I have been an educator for thirty years, teaching in a wide variety of settings and ages and I have been a certified teacher since 2002. I hold multiple certifications and have taught third grade through twelfth grade in English, mathematics, science, and special education. I have been a member of a variety of national and international professional organizations and have participated in numerous aspects of instructional design, assessment, and curricular planning for the past twenty years. I have particularly strong and diverse background in navigating whole learner experiences balanced with content standards and appropriate instruction. I am passionate about preparing today's students for tomorrow's world and now work primarily through the lens of teacher preparation and support.

I believe that I can apply this lifetime of knowledge and experience to working in a team to inspect and select curriculum that is beneficial to Idaho's students. I am happy to speak more to my background, interests, and strengths and look forward to the opportunity to serve on the Idaho State Curricular Materials Selection Committee.

Sincerely,

Kirsten Pomerantz

October 25, 2023

Chrystal Allen, Curricular Materials Coordinator
Idaho State Department of Education
650 W State Street
Boise, ID 83720

**REQUEST FOR RENEWAL AS CURRICULAR MATERIALS SELECTION COMMITTEE
MEMBER**

Please accept this letter as my formal request to remain a member of the Curricular Materials Selection Committee for another term. My current term expires April 24, 2024.

I have appreciated serving on this committee and the care that Idaho takes to ensure that curricular materials are evaluated and meet the needs of the individual districts. Allowing teachers to review the materials provides a reliable source of information before schools purchase materials. I have appreciated the knowledge that I have gained through this process, and the information that I share with my district and fellow teachers. I am grateful that Idaho continues to evaluate the process to ensure that it is meeting high standards.

I appreciate the opportunity to be considered for another term. Should you have additional questions, please, do not hesitate to contact me.

Respectfully,

Lisa J. Olsen

M.Ed
Thunder Ridge High School
Secondary English; Certified Language Therapist-in training

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STATE DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved SDE recommendations for processing emergency provisional certificates
August 2019	Board approved SDE revised procedures regarding emergency provisional certificates
August 2021	Board approved SDE revised emergency provisional certificate process
October 2022	Board approved 76 provisional certificates for the 2022-2023 school year.
December 2022	Board approved 87 provisional certificates for the 2022-2023 school year.
February 2023	Board approved 31 provisional certificates for the 2022-2023 school year.
April 2023	Board approved 14 provisional certificates for the 2022-2023 school year.
June 2023	Board approved four (4) certificates for the 2022-2023 school year.
October 2023	Board approved 16 provisional certificates for the 2023-2024 school year. Board approved procedures for processing emergency provisional certificates.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND

Section 33-1201, Idaho Code, requires that every person who is employed to serve in any elementary or secondary school in as a “teacher, supervisor, administrator, education specialist, school nurse or school librarian” “to hold a certificate issued under authority of the state board of education, valid for the service being rendered.” Section 33-1203, Idaho Code allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

School districts receive the same level of funding for staff with an emergency provisional certificate as they receive for an individual with a standard certificate. Funding for long-term substitutes is at the same level as non-certified classified staff.

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DISCUSSION

117 complete Emergency Provisional Certificate applications were received by the State Department of Education by October 11, 2023.

The Certification Department of the State Department of Education reviewed each candidate's full application. Each candidate presented below has completed at least two years of college training, making them eligible for emergency provisional certificate consideration. Each LEA has declared a hiring emergency, summarized the hiring efforts, and attested to the candidate's ability to fill the position.

The SDE is requesting authorization to issue provisional certificates as presented below.

Boise Independent School District #001

1. **Applicant Name:** Cory Besch
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: BA
Declared Emergency Date: 9/11/2023
Hire/Assignment Date: 8/2023
Summary of Recruitment Efforts: In spite of recruitment efforts, the school did not have any qualified applicants in their English Language Arts hiring pool who were not already under contract with other districts.
2. **Applicant Name:** Kelly Mower
Certificate: Provisional
Endorsement(s): World Language French (6-12)
College Training: BA
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/20/2023
Summary of Recruitment Efforts: The school had an unexpected vacancy for a French opening at Boise High School. In spite of advertising and recruitment efforts, the school is still struggling to find French teachers. The current candidate was the only applicant.
3. **Applicant Name:** Claudio Pinto
Certificate: Provisional
Endorsement(s): CTE Pre-Engineering Technology (6-12)
College Training: BA
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/23/2023
Summary of Recruitment Efforts: 2nd Provisional. He currently holds a CTE LOS certificate. During the 22-23 the Pre-Engineering teacher left in the middle of semester. Current candidate was brought in to fill the position. He met regularly with colleagues to ensure he was meeting standards, learning intentions, student success criteria while also making sure projects met the

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district and state standards. No applicants were received for the position. Due to staffing changes and forced transfer situations, Claudio was moved to a different school. It was an oversight on the part of the district that he already held a Provisional Certificate. The school is asking for one more year.

Joint School District No. 2 #002

4. **Applicant Name:** Logan Leavitt
Certificate: Provisional
Endorsement(s): English (6-12); Journalism (6-12); Communication (6-12)
College Training: 128 credits
Declared Emergency Date:
Hire/Assignment Date: 8/3/2023
Summary of Recruitment Efforts: On 7/7/23, the principal of IFAA received notification the current teacher for this position retired with an FTE of .5. This occurred after the teacher signed the contract for the year. The job was posted on 7/15/23 on the West Ada employment site, social media and disseminated to the school community. No properly endorsed candidates applied. Two certified candidates applied but lacked experience.

Marsh Valley Joint School District #021

5. **Applicant Name:** Sara Ries
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/16/2023
Summary of Recruitment Efforts: Three teacher openings at Lava Elementary which three applicants applied. They were offered the positions, however, the candidate selected for the kindergarten opening, declined. One candidate came forward late in July for the kindergarten position. She has a degree in technology and is pursuing a degree in education.

St. Maries Joint District #041

6. **Applicant Name:** Alyssa Geldreich
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: 99 credits
Declared Emergency Date: 5/29/2023
Hire/Assignment Date: 6/12/2023
Summary of Recruitment Efforts: The original English teacher resigned at the end of the 22-23 SY. The school advertised for this position and only received one qualified applicant.
7. **Applicant Name:** Sandra Smith
Certificate: Provisional
Endorsement(s): All Subjects K-8

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College Training: BA

Declared Emergency Date: 8/31/2023

Hire/Assignment Date: 8/31/2023

Summary of Recruitment Efforts: The school believed they had a candidate hired, but they rescinded the offer the day before the August 14 Board meeting. The position was immediately advertised and no applicants were received. The school was able to recruit within the district. The current candidate was hired as a para, but was then recruited by UpRiver Elementary school for the kindergarten position.

Blackfoot School District #055

8. **Applicant Name:** Tonya Houston

Certificate: Provisional

Endorsement(s): English (6-12)

College Training: AA

Declared Emergency Date: 8/30/2023

Hire/Assignment Date: 8/21/2023

Summary of Recruitment Efforts: The school posted a vacancy for an English teacher at Blackfoot High School on the district website on July 20th, 2023. An email was also sent out advertising the vacancy to all staff on that date. Three openings were available. Two were hired on an Alternative Authorization plan. One position needed to be filled.

Shelly Joint School District #60

9. **Applicant Name:** Jayleen Anderson

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 103 credits

Declared Emergency Date: 8/3/2023

Hire/Assignment Date: 8/3/2023

Summary of Recruitment Efforts: School posted position on district website. Also contacted known teachers and invited them to apply.

Blaine County School District #061

10. **Applicant Name:** Karsyn Gerringa

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 57

Declared Emergency Date: 8/22/2023

Hire/Assignment Date: 8/2023

Summary of Recruitment Efforts: Job was posted in March on the school district website. Published in the newspaper in April, May and several weeks in June. It was posted on job platforms and sent job notifications through school district system and reached out to community members.

Basin School District #072

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11. **Applicant Name:** Zackary Strong
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: BA
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: The school participated in the Boise State Career Fair for which the school interviewed one candidate who decided to take a position in the valley. The district posted the position on the district website, on the state job posting site, Facebook, Nextdoor, LinkedIn and Instagram. The current candidate applied through LinkedIn. The current candidate is enrolled with a program, but not for English. He does not meet content qualifier for English.

West Bonner County School District #083

12. **Applicant Name:** Christine Alexander
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 141 credits
Declared Emergency Date: 8/25/2023
Hire/Assignment Date: 8/28/2023
Summary of Recruitment Efforts: 41 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. The school could not determine how many applicants were received for this particular position due to multiple openings. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. Each position was posted for two weeks. After August 21st, if any positions were left, they were left unfilled. All six applicants were hired in one capacity or another to fill open positions.
13. **Applicant Name:** Oliver Bardin
Endorsement(s): Mathematics (6-12)
College Training: MA
Declared Emergency Date: 8/25/2023
Hire/Assignment Date: 8/28/2023
Summary of Recruitment Efforts: 41 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. The school could not determine how many applicants were received for this particular position due to multiple openings. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. Each position was posted for two weeks. After August 21st, if any positions were left, they were left unfilled. All six applicants were hired in one capacity or another to fill open positions.
14. **Applicant Name:** Alex Figueroa-Zepeda
Endorsement(s): Mathematics (6-12)

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College Training: 63 credits

Declared Emergency Date: 8/25/2023

Hire/Assignment Date: 8/28/2023

Summary of Recruitment Efforts: 41 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. The School could not determine how many applicants were received for this particular position due to multiple openings. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. Each position was posted for two weeks. After August 21st, if any positions were left, they were left unfilled. All six applicants were hired in one capacity or another to fill open positions.

15. **Applicant Name:** Alyssa Meyn

Certificate: Provisional Certificate

Endorsement(s): English (6-12)

College Training: 80 credits

Declared Emergency Date: 8/25/2023

Hire/Assignment Date: 9/25/2023

Summary of Recruitment Efforts: 41 positions vacated the school. The 8th ELA teacher quit, three days into the school year. The position was posted on frontline recruiting, with an end date 'until filled'. On 9/21/2023, the JH interviewed the only two applicants in which neither held a certificate, but both had enough college credits for an emergency application.

16. **Applicant Name:** Jordan Munar

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 8/25/2023

Hire/Assignment Date: 8/28/2023

Summary of Recruitment Efforts: 41 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. The school could not determine how many applicants were received for this particular position due to multiple openings. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. Each position was posted for two weeks. After August 21st, if any positions were left, there left unfilled. All six applicants were hired in one capacity or another to fill open positions.

17. **Applicant Name:** Murray Smith

Certificate: Provisional

Endorsement(s): CTE - Construction Trades Technology

College Training: BA

Declared Emergency Date: 8/25/2023

Hire/Assignment Date: 8/28/2023

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Summary of Recruitment Efforts: Over 40 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. The position was posted from 7/19/2023-8/2/2023. During this timeframe, one applicant was received.

Lake Pend Oreille School District #084

18. **Applicant Name:** Kenneth Eldore

Certificate: Provisional

Endorsement(s): CTE HVAC Tech; Cabinet & Benchwork; Construction & Trade; Drafting & Design

College Training: BA

Declared Emergency Date: 6/1/2023

Hire/Assignment Date: 6/22/2023

Summary of Recruitment Efforts: The first choice, very qualified, declined the offer based on the offered rate of pay. Ken Eldore was their second choice. He had held a three-year LOS certificate for his program. His previous school district moved him back to a classified position, Director of Facilities. He did not pursue the LOS in year two or three nor obtain the requested endorsement. This year he left West Bonner. The school feels he is an excellent choice. The third applicant was not endorsed or experience to teach these courses.

19. **Applicant Name:** Hannah Meehan

Certificate: Provisional

Endorsement(s): Music (K-12)

College Training: 120 credits (will graduate in December)

Declared Emergency Date: 8/9/2023

Hire/Assignment Date: 6/14/2023

Summary of Recruitment Efforts: Second year provisional. FY 23 LPOSD had two elementary music teaching positions and advertised for three months. Four unqualified applicants were received and two were interviewed. Hannah was the best aligned with the needs of the school and students and the most qualified for the position. Additionally, she was able to secure housing, which eliminated the very real struggle to find adequate housing given the current housing climate in Bonner County. Hannah will also graduate in December and is enrolling CSI for the Spring 2024 semester.

Idaho Falls School District #091

20. **Applicant Name:** Meagan Denson

Certificate: Provisional

Endorsement(s): English (6-12)

College Training: BA

Declared Emergency Date: 9/8/2023

Hire/Assignment Date: 8/22/2023

Summary of Recruitment Efforts: The school interviewed 11 application. The candidate was chosen as the desired applicant based on her background in the

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content area as she had begun a program for her endorsement in another state. The school thought she would be the best fit.

21. Applicant Name: Melissa Diaz

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/11/2023

Hire/Assignment Date: 4/22/2022

Summary of Recruitment Efforts: Second year provisional. Completed 20 credits towards an education program. She worked with the school in an emergency capacity in the 22-23 school year. Evaluations are included with the application packet along with letter of support from the principal.

22. Applicant Name: Celina Egunjobi

Certificate: Provisional

Endorsement(s): Biological Science (6-12)

College Training: BA

Declared Emergency Date: 8/21/2023

Hire/Assignment Date: 8/23/2023

Summary of Recruitment Efforts: The school hired three new science teachers. Two were hired prior to the end of the school year. However, one moved out of state. The school reviewed previous applicants. Two were interested in interviewing again. The job posting was advertised until August 4, 2023. As of August 2nd, there was only one applicant who previously interviewed-other candidate signed a contract elsewhere. The position was advertised on social media, for someone who had a degree and interested in teaching science. Two more applied. On August 4th, three candidates were interviewed. Two did not have a credential and one just finished the ABCTE program; however, that candidate was not interested in teaching long-term. This candidate relayed to the hiring committee he thought he would struggle with relating to the students and struggle with classroom management. They decided the current candidate would be the best fit. Holds a BS in Chemistry.

23. Applicant Name: William Jorgensen

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: BA

Declared Emergency Date: 8/10/2023

Hire/Assignment Date: 8/23/2023

Summary of Recruitment Efforts: Candidate was hired due to his Mathematics degree and previous teaching experience. He also indicated he would start ABCTE this year. Three candidates were interviewed, but none had the Mathematics degree. The school felt this was important to consider.

24. Applicant Name: MaCade Vineyard

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Certificate: Provisional

Endorsement(s): CTE Business and Technology Education (6-12)

College Training: BA

Declared Emergency Date: 8/9/2023

Hire/Assignment Date: 8/22/2023

Summary of Recruitment Efforts: As the school met with candidates, they reached out to eight candidates, including candidates who marked having certifications in place. Interviews were set up with three candidates. Three other candidates had already accepted positions, and those who were able to accept interviews included candidates who were in the process toward certification. Given MaCade's previous teaching experience, which was more extensive than the other two interviewed, the school hired MaCade.

Bonneville Joint School District #093

25. Applicant Name: Rebecca Burnside

Certificate: Provisional

Endorsement(s): CTE Business Technology Education

College Training: 76 credits

Declared Emergency Date: 9/13/2023

Hire/Assignment Date: 8/17/2023

Summary of Recruitment Efforts: The previously hired candidate informed the school on August 7th that he would not be teaching for the school in the 23-24 school year, two weeks prior to the beginning of school. At that time, the position was posted on the district website and the business teacher reached out to colleagues and friends about any interest in the position. Seven additional teaching candidates were found during this process with one already in the applicant pool. Only one was properly certified. The position was advertised for 11 days before an offer was made. An offer was made to a certified applicant, but the applicant declined the offer. The current candidate was the next choice.

26. Applicant Name: Jordan Long

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: 55 credits

Declared Emergency Date: 8/9/2023

Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: The math position at Hillcrest High School was filled July 11th, when the applicant accepted a job at another school in Idaho Falls. The position was opened at that time. Three applicants were interviewed on August 5th and none of the applicants had a full, valid Idaho credential. The current candidate was the best applicant for the current situation and has already been working at Hillcrest for several years as a para and football coach.

27. Applicant Name: Karen Pretty

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Certificate: Provisional

Endorsement(s): Mathematics (6-12); Chemistry (6-12)

College Training: BA

Declared Emergency Date: 8/9/2023

Hire/Assignment Date: 8/10/2023

Summary of Recruitment Efforts: Lincoln High School is requesting a one-year provisional for the current candidate. The position for which she is being hired was posted for two and half months with no candidate having the proper endorsements for the position. Eight people applied and three were interviewed. The current candidate was the top candidate. She has a strong math and science background and has taught at the college level.

28. Applicant Name: Melissa Scoresby

Certificate: Provisional

Endorsement(s): History (6-12)

College Training: BS

Declared Emergency Date: 8/9/2023

Hire/Assignment Date: 8/2/2023

Summary of Recruitment Efforts: The position was advertised for two weeks starting on 7/13/2023. Six applicants were received with plans of interviewing four. The remaining two had warnings attached to their applications. Three of the four showed; one applicant did not. The remaining three did not meet the certification requirements for the position at the high school level for an Intervention Specialist. The admin team debated between all three candidates and determined Melissa to be the best candidate for the position, knowing she would need to go through the alternative authorization process to become certified. She is planning to obtain a History endorsement through ABCTE, but does not meet the content/pedagogy qualifier requirement for the Content Specialist.

Wilder School District #133

29. Applicant Name: Jolynn Haylett

Certificate: Provisional

Endorsement(s): World Language Spanish (6-12)

College Training: AA

Declared Emergency Date: 10/10/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. The Spanish Teaching position was posted and advertised. No other applicants applied for the position. Jolynn has an AA in Spanish, is a fluent speaker, and is pursuing ing an BA in education. Her previous experience at the district made her the best candidate for the position.

30. Applicant Name: Eric Lopez

Certificate: Provisional

Endorsement(s): Physical Education (K-12); Health (K-12)

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College Training: AA

Declared Emergency Date: 10/10/2023

Hire/Assignment Date: 8/10/2023

Summary of Recruitment Efforts: Second year provisional. The PE/Health Teaching position was posted and advertised. No other applicants applied for the position. Eric has experience in the district and this position. He will also be completing his BA in Physical Education this year. It was determined that he was the most qualified person available to fill the position.

Vallivue School District #139

31. **Applicant Name:** Gary Glassco

Certificate: Provisional

Endorsement(s): Social Studies (6-12)

College Training: BA

Declared Emergency Date: 7/11/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: The school is having difficulties filling an academic support position for students, offering the opportunity to work on other classes while earning a credit. The current candidate holds a BA and MA and served as a principal in the private sector. He has been a classified employee for several years until his retirement.

32. **Applicant Name:** Tanya Tellez

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 7/11/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: The candidate could not qualify for the Content Specialist. Not student teaching until 2025. Second year provisional. The position was posted in Spring of 2023. Two applications were received and both were interviewed. She taught in the 22-23 school year. She established a great relationship with the parents, students and staff. She was the strongest of the two candidates.

Grace Joint School District #148

33. **Applicant Name:** Kimberly Andersen

Certificate: Provisional

Endorsement(s): All Subjects K-8; Health (6-12)

College Training: 50 credits

Declared Emergency Date: 9/13/2023

Hire/Assignment Date: 7/12/2023

Summary of Recruitment Efforts: Ads were sent to the local paper, through Facebook and word of mouth. Seven applicants were received for three open positions. Six of these individuals were interviewed. Two of the positions went to qualified applicants (already certified). The final position was a hybrid for

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Health and Kindergarten. Ms. Andersen is enrolled in a certification program and is farther along than the other candidates. Application needed to be switched to an Emergency, after the board approved her for an Alternative Authorization, due to the student teaching timeline.

Cassia County Joint School District #151

34. **Applicant Name:** Samantha Evans
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 58 credits
Declared Emergency Date: 7/1/2023
Hire/Assignment Date: 8/17/2023
Summary of Recruitment Efforts: Job posted on district website and K12jobspot.com
35. **Applicant Name:** Avery Harrison
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 67 credits
Declared Emergency Date: 10/20/2022
Hire/Assignment Date: 8/1/2022
Summary of Recruitment Efforts: Second year provisional. Six candidates were interviewed but Avery was the closest to obtaining certification. Avery is enrolled in a certification program and completed several credits towards her degree. The school opened her position, but lack of qualified candidates, she was rehired. If she continues to make progress, she could be eligible to apply for the Alternative Authorization in the 24-25 school year, possibly even completing the program prior to next school year.
36. **Applicant Name:** Emilee Taylor
Certificate: Provisional
Endorsement(s): CTE Agricultural Production
College Training: 110 credits
Declared Emergency Date: 10/16/2023
Hire/Assignment Date: 8/11/2023
Summary of Recruitment Efforts: Job posted on district website and K12jobspot.com
37. **Applicant Name:** Tammy Thompson
Certificate: Provisional Certificate
Endorsement(s): English (6-12)
College Training: 145 credits
Declared Emergency Date: 10/16/2026
Hire/Assignment Date: 10/5/2023

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Summary of Recruitment Efforts: Job posted on district and K12jobspot.com. Tammy will be completed with her bachelor's in December. Completed 22 credits from Fall 22-Fall 23.

Mountain Home School District #193

38. **Applicant Name:** Alisyn Gillette

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 82 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: The school posted all of the openings on the district website, IdahoEd Jobs, as well as emailed openings. They contacted BSU, U of I, and WGU education programs to try and recruit. Administrators also posted on their building's FB page and social media.

39. **Applicant Name:** Heather Hollis

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 51 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: Three applicants applied, one already accepted another position in the district, the other applicant had been screened out due to previous interviews and their termination at another district. This left only the current candidate. The school posted all of the openings on the district website, IdahoEd Jobs, as well as emailed openings. Contacted BSU, U of I, and WGU education programs to try and recruit. Administrators also posted on their building's FB page and social media.

Emmett Independent School District #221

40. **Applicant Name:** Jessica Lyter

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 80 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/10/2023

Summary of Recruitment Efforts: Two applicants applied. Second candidate had negative reviews.

41. **Applicant Name:** Georgeann Tippy

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 7/24/2023

Hire/Assignment Date: 7/27/2023

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Summary of Recruitment Efforts: The school posted the position to many recruitment websites. It was posted for two months. The current candidate was the only applicant.

Gooding Joint School District #231

42. **Applicant Name:** Lesley Sliman

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 108 credits

Declared Emergency Date: 9/12/2023

Hire/Assignment Date: 9/12/2023

Summary of Recruitment Efforts: The position was vacated by employee transfers. After being posted for several months on EdJobs, Applitrak, Skyward's Fasttrack, the current candidate was the only applicant. She has worked as a para for the past three years at the elementary school. She is currently enrolled in a certification program.

Wendell School District #232

43. **Applicant Name:** Julian Slotten

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 83 credits

Declared Emergency Date: 2nd year

Hire/Assignment Date: 2nd year

Summary of Recruitment Efforts: Julian was on track to student teach in the 23-24 school year, however, due to unfortunate circumstances, her advisor advised student teaching would not be possible until 24-25 school year. Julian has several family members who are teachers in the district.

44. **Applicant Name:** Tia Standlee

Certificate: Provisional

Endorsement(s): Health (K-12); PE (K-12)

College Training: AA

Declared Emergency Date: 5/1/2023

Hire/Assignment Date: 5/16/2023

Summary of Recruitment Efforts: Only one applicant applied and the school needed a health teacher and coach. Currently enrolled with WGU for Elementary Education.

Salmon River Joint School District #243

45. **Applicant Name:** Miranda Boyd

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/21/2023

Hire/Assignment Date: 8/22/2023

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Summary of Recruitment Efforts: Second year provisional. The district posted the job opening for the elementary .5 Art/PE in June of 2023 as well as posting on the district website. The only application was the current candidate. The opening continues on the website. Miranda is enrolled in school and hopes to be certified in one to two years.

West Jefferson School District #253

46. **Applicant Name:** Braxton Ramirez

Endorsement(s): Natural Science (6-12); Health (6-12)

College Training: 48 credits

Declared Emergency Date: 7/20/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: In a small rural district, finding certified candidates is increasingly difficult. Housing is problematic as well. Teachers who commute travel 80 miles a day, round trip. The school is beginning to find success growing their own. They believe the current candidate is an excellent fit. He has been employed as a para and is currently enrolled with a certification program.

Jerome Joint School District #261

47. **Applicant Name:** Adam Butler

Certificate: Provisional

Endorsement(s): English (6-12)

College Training: 60 credits

Declared Emergency Date: 6/27/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Two applicants were received for this position by June of 2023 and the school was scheduled to begin on August 17th. JMS interviewed both applicants. The first applicant was not a good fit for the position but was hired in a different grade level. Adam was the second applicant and was a great fit for the team and position.

48. **Applicant Name:** Skyler Hill

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: 49 credits

Declared Emergency Date: 6/27/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: The school posted the position and only one applicant applied. Mr. Hill was a para in the district and was working on his AA degree. The position was posted in March of 2023. School reached out to several universities.

49. **Applicant Name:** Chezney Olsen

Certificate: Provisional

Endorsement(s): Natural Science (6-12)

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College Training: 112 credits

Declared Emergency Date: 6/27/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: JMS worked hard to recruit certified teachers. There were ads placed and the admin even called previous applicants and all had been hired. Chezney was a substitute that had great classroom management and relationships with the students.

50. **Applicant Name:** Makayla Osterberg

Certificate: Provisional

Endorsement(s): All Subjects

College Training: 53 credits

Declared Emergency Date: 8/7/2023

Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: Throughout the Summer of 2023 there were many elementary school teaching postings at Jerome School District. Many went unfilled, even as the school year began, including the position the current candidate holds. The last position at Summitt Elementary was filled late September. Needless to say, the applicant pool is shallow and there was one applicant for this position and one interview.

51. **Applicant Name:** Courtney Peterson

Certificate: Provisional

Endorsement(s): All Subjects

College Training: 52 credits

Declared Emergency Date: 6/27/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Throughout the Summer of 2023 there were many elementary school teaching postings at Jerome School District. Many went unfilled, even as the school year began, including the position the current candidate holds. The last position at Summitt Elementary was filled late September. Needless to say, the applicant pool is shallow and there was one applicant for this position and one interview.

Lakeland School District #272

52. **Applicant Name:** Tommie Weiberdink

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 68

Declared Emergency Date: 9/11/2023

Hire/Assignment Date: 9/1/2023

Summary of Recruitment Efforts: This was a last minute hire due to enrollment and evaluation of needed interventions. Athol Elementary needs added instructional specialists.

Kootenai School District #274

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53. **Applicant Name:** Brian Ames
Certificate: Provisional
Endorsement(s): CTE OS Precision Machining (6-12); CTE OS Certified Welding (6-12)
College Training:
Declared Emergency Date: 8/28/2023
Hire/Assignment Date: 8/22/2023
Summary of Recruitment Efforts: The school was aware that their welding teacher was leaving. Extensive advertising was posted on SchoolSpring, district website, Facebook. School is located in a rural area and are having a difficult time with all recruiting. The position was advertised for six months.

Whitepine Joint School District #288

54. **Applicant Name:** Michael Majors
Certificate: Provisional
Endorsement(s): Agriculture Science and Technology
College Training: 186 credits
Declared Emergency Date: 6/9/2023
Hire/Assignment Date: 6/19/2023
Summary of Recruitment Efforts: Second year provisional. See letter included with application.

Richfield School District #316

55. **Applicant Name:** Katie Hillin
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 61 credits
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: Second year provisional. The school advertised for two elementary positions since May of 2023 on the school's website and two other online educational employment websites. Only one certified teacher was interested but could not find housing. She had tremendous growth with her students. She has become an integral part of the school community.
56. **Applicant Name:** Colter Larsen
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 103 credits
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: Second year provisional. Colter has earned 43 credits since July of 2022 with plans of completing his bachelor's degree in December. He then will enroll with CSI's NTEPP. The school advertised for two elementary positions since May of 2023 on the school's

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website and two other online educational employment websites. They did have an interested candidate, but could not secure housing. His evaluations have shown proficient and classroom management has improved greatly. He has become an integral part of the community and to the school.

Sugar Salem Joint School District #322

57. **Applicant Name:** Chelsea Tonks
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 8/16/2023
Hire/Assignment Date: 8/16/2023
Summary of Recruitment Efforts: Position was opened in May of 2023 and received three part-time applicants. One candidate will graduate in November, but does not have a full degree.

Minidoka County Joint School District #331

58. **Applicant Name:** Kala Brown
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 8/3/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: The job was posted on the district website and job boards. The district worked with local schools for any graduates for new hires as well.
59. **Applicant Name:** Gena Dean
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: The job was posted on the district website and job boards.
60. **Applicant Name:** Zontai Dunahoo
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 75
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/7/2023
Summary of Recruitment Efforts: The position was listed on job boards and the district website. Also worked with CSI and the community to find candidates.

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61. **Applicant Name:** Adalei Dunn
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 50 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/9/2023
Summary of Recruitment Efforts:
The position was listed on job boards and the district website. Also worked with CSI and the community to find candidates.
62. **Applicant Name:** Sadie Foote
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 64 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: Year two of Emergency Provisional. The candidate is enrolled with WGU. Completed 16 credits during the 22-23 SY. The position listed on job boards and the district website. Also worked with CSI and the community to find candidates.
63. **Applicant Name:** George Griffin
Certificate: Provisional
Endorsement(s): Science-Middle Level (5-9)
College Training: BA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: The school interviewed five applicants. He was considered the best candidate and is in the ABCTE program. The job was posted on the district website and job boards.
64. **Applicant Name:** Becky Grimm
Endorsement(s): All Subjects K-8
Certificate: Provisional
College Training: 53 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: The job was posted on the district website and job boards. They also worked with local schools for any graduates for new hires as well.
- Applicant Name:** Jean Hale
65. **Certificate:** Provisional
Endorsement(s): All Subjects K-8
College Training: 93 credits
Declared Emergency Date: 10/16/2023

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Hire/Assignment Date: 8/15/2023

Summary of Recruitment Efforts: Second year provisional. The position was advertised on the district website and job boards.

66. **Applicant Name:** David Hernandez

Certificate: Provisional

Endorsement(s): Social Studies (6-12); All Subjects K-8

College Training: AA

Declared Emergency Date: 6/12/2023

Hire/Assignment Date: 6/6/2023

Summary of Recruitment Efforts: Second year provisional. Recruitment included job posting on school district website. It also included word of mouth recruitment, informing possible candidates of the availability of the position. Information was offered via social media platforms and Indeed as well. Interviewed 6-8 candidates who submitted applications for the position. East Minico staffing focuses on building positive relationships with students and their families first and foremost and the candidate was ultimately chosen to fill the position based on these criteria, along with three other criteria - is the candidate humble, hungry and (people smart)? The candidate selected met all of these criteria and will fit the vision and goals of the school during this particular period of time, including demonstrating content knowledge and flexibility in implementing sound instructional practices.

67. **Applicant Name:** Cody Kalco

Certificate: Provisional

Endorsement(s): Chemistry (6-12); All Subjects K-8

College Training: 76 credits

Declared Emergency Date: 8/3/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: The position was posted on the district's website and job boards. They worked with local schools for any graduates for new hires as well.

68. **Applicant Name:** Manuel Negrete

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: Position listed on job boards and district website. Also worked with CSI and community to find candidates.

69. **Applicant Name:** David O'Pry

Certificate: Provisional

Endorsement(s): English (6-12)

College Training: BA

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Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/2/2023

Summary of Recruitment Efforts:

The position was listed on job boards and the district website. Also worked with CSI and the community to find candidates.

70. **Applicant Name:** Janelle Ortiz

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: A letter of extenuating circumstances was included with the application. She was not able to complete classes due to health issues. The job was posted on job boards.

71. **Applicant Name:** Alissa Rodriguez

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 60 credits

Declared Emergency Date: 7/13/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. Candidate is enrolled with WGU to complete degree. She completed 10 credits during the 22-23 school year. The job was posted on the district website and job boards.

72. **Applicant Name:** Jennifer Struchen

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 80 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: The position was posted on the district's website and job boards.

73. **Applicant Name:** Khali Vandever

Certificate: Provisional

Endorsement(s): Economics (6-12); Communication (6-12)

College Training: 66 credits

Declared Emergency Date: 8/3/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts:

The position was posted on the district's website and job boards.

. The district worked with local schools for any graduates for new hires as well.

74. **Applicant Name:** Emma Van Every

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Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 77 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: Second year provisional but 1st year on All Subjects. She is enrolled in an education program with ISU. The district posted on job boards and the district website.

75. **Applicant Name:** Amanda Winters

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 63

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: The position was posted on job boards, district website and career fairs.

76. **Applicant Name:** Nicole Young

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 49 credits

Declared Emergency Date: 8/3/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts:

The position was posted on the district's website and job boards.

The school worked with local schools for any graduates for new hires as well.

Oneida County School District #351

77. **Applicant Name:** Vicki Lucas

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: MA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/15/2023

Summary of Recruitment Efforts: Due to the high number of student enrollment to the online school, the school district needs teachers. This teacher has been assigned an experience online teacher as her mentor.

Payette Joint School District #371

78. **Applicant Name:** Morgan Proud

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: MA

Declared Emergency Date: 9/11/2023

Hire/Assignment Date: 9/11/2023

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Summary of Recruitment Efforts: Job was posted to Clear Company which also lists the position on several external job boards including Indeed. Three applications were received, including this applicant. The other two applicants were from foreign countries and did not have the proper VISA paperwork to work in the district. This candidate worked in the private sector where a certification was not required.

Fruitland School District #373

79. **Applicant Name:** Sherry Baatz

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 82 credits

Declared Emergency Date: 7/10/223

Hire/Assignment Date: 7/10/2023

Summary of Recruitment Efforts: The district started advertising for 2nd grade teachers in April and continued through mid-July. Four of the 2nd grade teachers resigned or retired during the 22-23 school year. Advertised at all of the schools, district website and on handshake. As of July, the school had hired all certified applicants that were qualified, but that left two positions still open. The current candidate was hired for one of the positions.

80. **Applicant Name:** Brandi Burrup

Certificate: Provisional

Endorsement(s): English as a Second Language (6-12)

College Training: 81 credits

Declared Emergency Date: 7/10/2023

Hire/Assignment Date: 7/10/2023

Summary of Recruitment Efforts: Second year provisional. The district advertised in April for two ESL positions. Only one applicant was received and that was the current candidate. The other position is still vacant, despite ongoing advertisement.

81. **Applicant Name:** Luke Vandenberg

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 118 credits

Declared Emergency Date: 8/14/2023

Hire/Assignment Date: 7/17/2023

Summary of Recruitment Efforts: The district advertised for elementary positions from on the district's website and through handshake, May through July 15, 2023. All applicants that applied have been interviewed and were either hired at the school or they had accepted a position with another district. One applicant was interviewed that was certified, but the hiring team did not feel the applicant was qualified.

American Falls Joint School District #381

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82. **Applicant Name:** Anthony Jefferies
Certificate: Provisional
Endorsement(s): CTE Agriculture Science and Technology (6-12)
College Training: 118 credits
Declared Emergency Date: 8/28/2023
Hire/Assignment Date: 8/15/2023
Summary of Recruitment Efforts: Three people including the current candidate applied for the position. Out of the three, he was the most qualified. Due to being the most qualified, he was the only one interviewed. The vacancy was advertised on the Ed Jobs website; school district website, Linked In and FB. This was a new position which needed to be filled.

Teton County School District #401

83. **Applicant Name:** Shelley Alderson
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 82 credits
Declared Emergency Date: 6/1/2023
Hire/Assignment Date: Second Year Provisional
Summary of Recruitment Efforts: The position was posted on multiple sites.
84. **Applicant Name:** James Fullmer
Certificate: Provisional
Endorsement(s): Social Studies (6-12)
College Training: 85 credits
Declared Emergency Date: 6/1/2023
Hire/Assignment Date: 6/28/2023
Summary of Recruitment Efforts: Only four candidates applied, in which two did not complete their applications or submit it. School called and emailed and texted three, but only heard back from the two interviewed. The other candidate did have more experience, but there were a few very clear red flags. James had been a long-term sub for the school during the Spring and did an excellent job. The committee agreed that while he did not have the experience, he had shown he could be successful and works effectively with students and staff. When asked by the committee if the school would like to wait for additional applicants, the decision was made to hire James and felt comfortable moving forward with him.
85. **Applicant Name:** Kaleb Kaufman
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: 61 credits
Declared Emergency Date: 7/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: The position was posted on multiple recruitment websites.

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Twin Falls School District #411

86. **Applicant Name:** Juan Alvarado
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: AA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so are requesting an Emergency for this current candidate.
87. **Applicant Name:** Ariana Bails
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers but are still needing 10 more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.
88. **Applicant Name:** Michael Bourlotos
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 116 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: In April of 2023, a candidate was interviewed and offered the position. . After the candidate was on-boarded through the TF SD system, a few weeks later, the individual cut off all contact with the district. They did contact the district two weeks later to state they were no longer interested in the position. At this time, they feel that they cannot find certified or qualified teachers so are requesting an Emergency for this current candidate. This candidate will graduate with a degree in Bus/Admin and will enroll in a non-traditional program.
89. **Applicant Name:** Darbie Jo Chocker
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 55 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/1/2023

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Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

90. **Applicant Name:** Jonnel Coley

Certificate: Provisional

Endorsement(s): ESL (K-12)

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/29/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 44 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

91. **Applicant Name:** Patricia Eiler

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 9/5/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

92. **Applicant Name:** Muriel English

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: 140 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: At this time, the school district has hired 25 secondary educators, but still have nine positions left to fill. Extenuating circumstances for a second-year application exist for this candidate. Graduation was delayed to December of 2023. Due to these circumstances, this has delayed enrolling into the CSI non-traditional program.

93. **Applicant Name:** Dusty Futrell

Certificate: Provisional

Endorsement(s): ESL (6-12)

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

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Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so are requesting an Emergency for this current candidate.

94. **Applicant Name:** Joanna Gunnell

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 121 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: Ms. Gunell was hired for this position and is going through WGU to obtain certification. The school district was under the impression she would be completed with her program in Spring of 2024. However, it has now been found that she will not graduate until Fall of 2024. In order to align with the guidelines, set forth by the SDE, the school is requesting an Emergency for the 23-24 school year.

95. **Applicant Name:** Kambra Hayes

Certificate: Provisional

Endorsement(s): ESL (6-12)

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/21/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

96. **Applicant Name:** Jerome Hunt

Certificate: Provisional

Endorsement(s): Social Studies (6-12)

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/28/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

97. **Applicant Name:** Lauren Jones

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

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Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

98. **Applicant Name:** Anya Leishman

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BS

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 9/25/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

99. **Applicant Name:** Tyler Mildenburg

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: BA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/2/2023

Summary of Recruitment Efforts: Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so are requesting an Emergency for this current candidate.

100. **Applicant Name:** Mireira Munoz

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers but are still needing 10 to hire more. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

101. **Applicant Name:** Megan O'Connor

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers but are still needing 10 to hire more. At this time,

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they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

102. **Applicant Name:** Janie O'Toole

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 81 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/2/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

103. **Applicant Name:** Stefanie Swindler

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 84 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

104. **Applicant Name:** Kyle VanBiezen

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 75 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 9/22/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 45 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

105. **Applicant Name:** Trina Waugh

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 107 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. At this time, the school district has hired 36 elementary level educators, but still have 20 positions left to fill. Extenuating circumstances prevented continuation of coursework. She has completed over 30 credits towards degree.

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106. **Applicant Name:** Amanda White
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/9/2023
Summary of Recruitment Efforts: Second year provisional. Ms. White was retained for this position after serving as the 5th grade teacher in the 22-23 school year. During the Summer of 2023, Ms. White indicated the she would be graduating from her program in Spring of 2024, giving her the opportunity to utilize the Alternative Authorization route. However, it was recently discovered she will not be eligible for student teaching until Summer/Fall 2024, making her ineligible for the Content Specialist.

107. **Applicant Name:** Joshua Wilson
Certificate: Provisional
Endorsement(s): Social Studies (6-12)
College Training: 96 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

Buhl Joint School District #412

108. **Applicant Name:** Damon Haddon
Certificate: Provisional
Endorsement(s): CTE Automotive Maintenance/Light Repair (6-12)
College Training: AA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/11/2023
Summary of Recruitment Efforts: Position has been advertised and the only applicant received were non-certified individuals. Mr. Haddon was the most qualified candidate.

Filer School District #413

109. **Applicant Name:** Breeana Coston
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 8/10/2023
Hire/Assignment Date: 8/18/2023
Summary of Recruitment Efforts: After school registration, the first of August, it was apparent that the class sizes were too large for our first teachers. The

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school opened a 1st grade position immediately. After receiving only one applicant, having at least an associate's degree with school beginning August 21st, an interview was conducted and that candidate was hired at a special board meeting on August 18, 2023

Compass Public Charter School #455

110. **Applicant Name:** Kimberly Herrmann

Certificate: Provisional

Endorsement(s): All Subjects

College Training: 79 credits

Declared Emergency Date: 10/9/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. Extenuating circumstances as to why she did not progress through her program to be eligible to student teach in the 23-24 school year. The position was advertised on SchoolSpring and the charter school website; received 14 applications and 10 were interviewed.

The Academy, INC. #460

111. **Applicant Name:** Cynthia Connelly

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 63 credits

Declared Emergency Date: 9/19/2023

Hire/Assignment Date: 9/19/2023

Summary of Recruitment Efforts: The position was advertised on the school website, social media, paid Google ads, Facebook and Zip Recruiter ads. It was also posted to PowerSchool/School Spring. The school had a teacher lined up with a signed contract who backed out one week prior to school starting. Of the four applicants received, only one had a teaching credential. She was offered the position, but declined to accept another offer.

112. **Applicant Name:** Janene Nielson

Certificate: Provisional

Endorsement(s): Visual Arts (K-12)

College Training: 127 credits

Declared Emergency Date: 6/26/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: The position was posted on the school's website, social media, and emailed to student/parent body and specific educational channels. Of the three applicants received, only one fits the needs. The candidate will be finished with her degree in the 23-24 school year and then will apply for a teaching credential.

Monticello Montessori Charter School

113. **Applicant Name:** Heather Burke

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Certificate: Provisional Certificate
Endorsement(s): All Subjects K-8
College Training: 49 credits
Declared Emergency Date: 8/12/2021
Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: In July of 2021, the school was undergoing significant changes. As a result of mismanagement and poor fiscal oversight, some teachers needed to be dismissed. The current candidate was a TA in one class where the class teacher was not rehired. She had been the teacher for all practical purposes. The class consisted of multiage children and the majority of them would remain in that class. The students and parents had confidence in her abilities and with all of the changes, they preferred the candidate to stay. She also has montessori training. She now has enough credits to be eligible for the Emergency application.

Heritage Academy, INC. #479

114. **Applicant Name:** Dorothy Hunt

Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 74 credits
Declared Emergency Date: 8/3/2023
Hire/Assignment Date: 9/1/2023

Summary of Recruitment Efforts: The position was listed online. Higher Ed contacts were made with three institutions and staff members contacted potential applicants. Six applications were screened and four were options. All four were interviewed, but Dorothy was more qualified to meet the students' needs.

Gem Prep: Pocatello, LLC #496

115. **Applicant Name:** Matthew Buerkle

Certificate: Provisional
Endorsement(s): English (6-12)
College Training: 104 credits
Declared Emergency Date: 7/28/2023
Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: Five applications were received, but three were from out of the country. The position was advertised on SchoolSpring, the school website, social media platforms and Indeed. An offer was made to a certified candidate, but it was declined.

Elevate Academy, Nampa #575

116. **Applicant Name:** Ryan Andreason

Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: 73 credits
Declared Emergency Date: 9/6/2023

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Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. Completed 12 credits during the 22-23 school year towards his Mathematics certification program. The position was posted in March on Ed Jobs and network of schools' websites. Representatives from the Charter school attended the Boise State Career Fair and reached out to all Idaho Education Colleges to try and recruit a new graduate. Candidates were also sought out that have a strong mathematical background and strong classroom management. Through this process the school interviewed five different candidates that did not have a Mathematics Certificate, but had the background to pursue an alternative authorization.

Idaho Arts Charter, INC #795

117. **Applicant Name:** Amanda Hazen

Certificate: Provisional

Endorsement(s): CTE Culinary Arts

College Training: BA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2022

Summary of Recruitment Efforts: School is expanding to its students and will be pursuing more CTE programs in the future. Many students have indicated Culinary Arts as an area of interest. Current candidate is currently employed by the school as a science teacher. She has extensive food service experience and has held this particular endorsement in the past. She is committed to completing the requirements to fully be certified in Culinary Arts.

IMPACT

If the Board approves the request, the SDE will be authorized to issue emergency provisional certificates to the qualifying candidates. An emergency provisional certificate is effective for one (1) year. No financial penalties will be assessed to the LEA while an emergency provisional certificate is in effect.

If the Board does not approve the request, the SDE will not be authorized to issue the requested emergency provisional certificates. The school district would be required to pursue other hiring options and may face financial impact.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two years of college training and that the school district declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 2023-2024 school year. Candidates that have already completed a Baccalaureate degree or higher are not eligible to apply through another pathway.

Staff recommends that the Board authorize the State Department of Education to issue one-year provisional certificates for candidates 1-117 as presented above.

CONSENT
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BOARD ACTION

I move to authorize the State Department of Education to issue emergency provisional standard instructional certificates for candidates 1-117 as presented above, effective for the 2023-2024 school year only, and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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TAB	DESCRIPTION	ACTION
1	BOARD POLICY III.L. PRIOR LEARNING AND III.Y. ADVANCED OPPORTUNITIES – FIRST READING	Action Item
2	COLLEGE OF EASTERN IDAHO – BACHELOR OF APPLIED SCIENCE, DIGITAL FORENSICS AND ANALYTICS	Action Item
3	COLLEGE OF EASTERN IDAHO – BACHELOR OF APPLIED SCIENCE, OPERATIONS MANAGEMENT	Action Item
4	COLLEGE OF WESTERN IDAHO – BACHELOR OF APPLIED SCIENCE, BUSINESS ADMINISTRATION	Action Item
5	ENGINEERING AND COMPUTER SCIENCE INITIATIVE NEXT STEPS	Action Item

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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IDAHO DIVISION OF CAREER TECHNICAL EDUCATION

SUBJECT

Board Policy III.L. Prior Learning and III.Y. Advanced Opportunities – First Reading

REFERENCE

October 2014	The Board approved the first reading of amendments to Board Policy III.Y. replacing Tech Prep with Technical competency credit.
February 2015	The Board approved the second reading of amendments to Board Policy III.Y.
June 2018	The Board approved the first reading of amendments to Board Policy III.Y. establishing system-wide policy for awarding credit for AP exams.
August 2019	The Board approved the first reading of Board Policy III.L, which includes how PLA is administered and how different forms of credit are awarded to meet degree requirements.
October 2019	The Board approved the second reading of Board Policy III.L.
February 2020	The Board approved the first reading of Board Policy III.L. rewriting the majority of the existing policy, including the removal of continuing education from the policy, adding references to institution developed crosswalks identifying how credit will be award for identified exams.
April 2020	The Board approved the second reading of board Policy III.L.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections III.E., III.L, III.Y., and V.R.

BACKGROUND/DISCUSSION

The Division of Career Technical Education (“Division”) requests amendments to Board Policy III.Y. Advanced Opportunities and III.L. Prior Learning. The amendments to Policy III.Y would replace what is now referred to as technical competency credit with microcredentials. The Board finalized amendments to Board Policy III.E. in December 2022, clarifying the definition of microcredentials and the platform that is used to track them. The platform used for tracking microcredentials was originally developed to, in part, track competencies students mastered through secondary programs eligible for technical competency credits.

The Board replaced the advanced opportunity that had previously been referred to as Tech Prep in February 2015 with technical competency credit. Technical

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competency credits are a sequence of courses delivered to secondary students that when combined meet the same skills and competencies (learning outcomes) as one or more postsecondary courses. Secondary schools enter into agreements with one or more postsecondary institutions allowing students who completed the identified courses and met the skills and competencies to be awarded a set number of postsecondary credits when they matriculated to the postsecondary institution that was a party to the agreement. The original intent of technical competency credit was to provide more opportunities to students in rural areas of the state who attended schools that were less likely to offer dual credit courses.

Because students do not earn technical competency credits until they matriculate it has been difficult to measure the use or effectiveness of this program. The Division has historically reported on the number of students who participate in the career technical courses/programs that are eligible to earn technical competency credit. However, due to difficulty in obtaining the data, they have not been able to report with confidence the number of students who have matriculated and been awarded postsecondary credits for the courses completed at the secondary level. At the time students matriculate to a postsecondary institution they may have forgotten or did not realize they should be awarded credits for their completion of technical competency credit programs at the secondary level or they matriculate to an institution that was not a party to the articulation agreement.

Through defining and recognition in Board policy of microcredentials and the Division's development of SkillStack®, the same skills and competencies identified in programs that may lead to technical competency may be awarded through badges and microcredentials in SkillStack®. This platform provides a record that travels with the student from secondary to postsecondary education and on into the workforce, eliminating the potential for lost opportunities or recognition of learned skills. When combined with the work institutions and Division staff have already completed on creating crosswalks for microcredentials leading to postsecondary credits, students can be provided with the greatest opportunity and flexibility in expanding their learning at the postsecondary level. Added to this is the portability of badges and microcredentials through SkillStack® by being able to provide potential employers with a record of skills and competencies of value that may not fit into a traditional certificate or degree.

Board policy III.L. Prior Learning currently allows institutions to award credit for prior learning based on non-credit courses, experiential learning or portfolios, which could include microcredentials. The policy does not call out or identify microcredentials in the same way as it identifies exams like CLEP or AP. By adding the reference to microcredentials to Board policy III.L. it heightens awareness of microcredentials and the potential for stacking them to award not only credits but certificates and degrees.

Additionally, Board policy III.L. limits the fees for awarding credit for prior learning to the operational costs of administering the prior learning assessment. By using

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SkillStack® for the assessment and tracking of microcredentials there is no added cost to an institution and could therefore result in no additional cost to students.

IMPACT

Proposed amendments to Board policies III.L and III.Y will provide clarification on how microcredentials can be used to show how students are meeting the same outcomes that were previously referred to in technical competency credit eligible programs and highlight their use for evaluating credit for prior learning.

ATTACHMENTS

Attachment 1 – Board Policy III.L. – First Reading

Attachment 2 – Board Policy III.Y. – First Reading

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of these proposed policy amendments.

BOARD ACTION

I move to approve the first reading of amendments to Board policies III.L and III.Y. as provided in attachments 1 and 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: L. Prior Learning

~~April 2020~~[February 2024](#)

This policy establishes the foundation by which institutions shall provide students with opportunities to demonstrate competencies through established assessment processes to earn credit for prior learning. This policy applies to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter “institutions”).

1. Definitions

- a. Crosswalk: An equivalency table that identifies how credit for prior learning articulates to direct course equivalencies and general education requirements as provided in Board Policy III.N General Education, [or to microcredentials as defined in Board Policy III.E Certificates and Degrees.](#)
- b. Prior Learning Assessment (PLA): The process by which an individual’s prior learning is assessed and evaluated for purposes of granting college credit, certification, or advanced standing toward further education or training. There are four generally accepted approaches to PLA and, when properly conducted, all ensure academic quality:
 - i. National standardized exams in specific disciplines, including but not limited to:
 - a) College Level Examination Program (CLEP)
 - b) DANTES Subject Standardized Test
 - c) Excelsior College Exams (UExcel)
 - d) Advanced Placement (AP)
 - e) International Baccalaureate (IB)
 - ii. Challenge exams for local courses at the student’s college or university
 - iii. Individualized assessments or experiential learning, particularly portfolio-based assessments whereby students demonstrate learning acquired through experiences including but not limited to:
 - a) Work or employment
 - b) Employer training programs
 - c) Independent study
 - d) Non-credit courses
 - e) Volunteer or community service
 - f) Travel
 - g) Non-college courses or seminars

h) Apprenticeships

- iv. Evaluated non-college [or non-credit courses and](#) programs, such as:
 - a) The National College Credit Recommendation Service (NCCRS)
 - b) The American Council on Education's ACECREDIT service and evaluations of corporate and military training
 - c) [microcredentials pursuant to Board Policy III.E.](#)

2. Standards

a. Institutional Policies

- i. Each institution is responsible for determining how best to implement PLA and should do so within the context of its mission, culture, student needs, academic programs, and career technical education programs.
- ii. Each institution will ensure students have access PLA methods as deemed appropriate by its faculty.
- iii. Each institution will provide professional development for faculty members, administrators, and staff working with students to ensure transparency and consistency in evaluating and awarding credit through PLA.
- iv. Institutional policies and procedures must include the awarding of credit for education, training or service completed by an individual as a member of the armed forces or reserves pursuant to Section 33-3727, Idaho Code
- v. Each institution will track PLA data, including student demographics, credits earned, type of PLA awarded, and associated costs to students.

b. Student Eligibility

- i. To be eligible to earn PLA credits, undergraduate students must be admitted and enrolled in a public Idaho college or university.

a. Awarding Credit

- i. Credit is awarded when a student successfully demonstrates evidence of college-level learning. Credit will be identified on the student's transcript as credit for prior learning.
- ii. PLA credit will count as course credit and may be applied toward a degree, certificate, or other credential.

- iii. Each institution shall include in its written policy on PLA the maximum number of credits earned through PLA that can be counted toward a degree or certificate.
- b. Transferability
 - i. Once recorded on a student's transcript, PLA credit is transferable among Idaho institutions on the same basis as if the credit had been earned as a regular student at the awarding institution.
- c. Fees
 - i. Fees for credit for prior learning shall be assessed consistently with Board Policy Section V.R. and must be based on and reflect the operational costs of administering a PLA. Fees may not be based on the number of credits awarded and shall be made publicly available in a single online location. Fees for transcribing credit shall not be applied for the transcription of credit awarded through the assessment of prior learning. Transcription fees are allowed for Workforce Training courses pursuant to Board Policy Section V.R.
 - ii. To ensure transparency for prospective students and students seeking transfer between institutions each institution shall develop and publish in a central location on its website and in other materials clearly stated and understandable policies on credit for prior learning. This information must include the cost and the process for students to pursue credit for prior learning and how credit that is awarded may satisfy course and degree requirements.
- 3. Crosswalks
 - a. Each institution will make available to students crosswalks identifying how credit for AP exams, CLEP exams, or military training will be awarded for common indexed general education courses. Where applicable, institutions will work together to identify areas within the crosswalks where credit for AP exams, CLEP exams, and military training can be applied consistently across institutions for meeting general education requirements. Crosswalks for AP exams, CLEP exams, and military training will include how exams and training are articulated to general education requirements and common indexed courses as provided in Board Policy III.N. For AP and CLEP exams, crosswalks will include minimum scores necessary for awarding credit across all institutions and will adhere to the AP exam credit requirement established in Board policy III.Y. For military training, crosswalks will include how equivalent college credit will be awarded.
 - a-b. Each institution will make available to students crosswalks identifying how credits for microcredentials will be awarded. Crosswalks specific to

microcredentials shall be developed in collaboration with the Division of Career Technical Education to assure alignment with the microcredentials platform.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

~~August 2018~~February 2024

Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, College of Eastern Idaho, North Idaho College, College of Southern Idaho, and College of Western Idaho are covered by these policies. Postsecondary programs intended for transfer come under the purview of the Board.

1. Purpose

The State Board of Education is committed to improving the educational opportunities available to Idaho citizens by creating a seamless system of public education. The purpose of this policy is to provide program standards for advanced opportunities for secondary students. To this end, the intent of Advanced Opportunities is:

- a. For postsecondary institutions to provide educational programs and training to their respective service regions;
- b. Support and enhance regional and statewide economic development;
- c. Facilitate collaboration between all school levels, including public elementary and secondary schools;
- d. Prepare secondary graduates for postsecondary programs;
- e. Enhance postsecondary goals;
- f. Reduce duplication and provide for an easy transition between secondary and postsecondary education; and
- g. Reduce the overall cost of educational services and training to the student.

2. Definitions

The State Board of Education recognizes four advanced opportunities programs. They are: Advanced Placement®, dual credit, technical competency credit (formerly known as Tech Prep), and the International Baccalaureate program.

a. Advanced Placement® (AP)

The Advanced Placement® Program, administered by the College Board, is a series of courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students may earn college credit by scoring well on the national AP exams. Individual postsecondary institutions have the discretion to accept the scores from the AP exams to award college credit or advanced standing.

b. Dual Credit Courses

- i. Dual credit courses are courses allowing high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Dual credit is awarded to a student on his or her postsecondary and high school transcript for the successful completion of a single course. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student's permanent college record. Students may enroll in dual credit courses taught at the high school or on the college campus.
- ii. Two types of postsecondary credit may be earned: *Academic* and *Technical*. Academic credits apply to postsecondary academic programs and some postsecondary technical programs. Technical credits generally only apply to postsecondary technical programs and are not applicable toward academic postsecondary programs. Students must work closely with their advisor(s) to ensure the credit earned in their dual credit course will apply to their intended postsecondary degree program.

c. Technical Competency Credit (TCC) Microcredentials

- ~~i. Technical Competency Credit (TCC) allows secondary students to document proficiency in the skills and abilities they develop in approved high school career technical programs to be evaluated for postsecondary transcription at a later date. In addition to the standards outlined in section 4.d below, additional policies of the transcribing postsecondary institution may also apply.~~

~~Technical Competency Credits are awarded for skills and competencies identified as eligible TCC through a TCC Agreement with at least one Idaho postsecondary institution. Eligible skills and competencies are included in approved high school career technical programs and approved by the postsecondary institution in advance. Students participating in a high school program approved for TCC are not considered postsecondary students until they matriculate to a postsecondary institution. Microcredentials as defined in Board Policy III.E. Microcredentials replace technical competency credits (TCC). Students who have completed a secondary program previously approved for technical competency credits shall be awarded credit when they matriculate to the participating postsecondary institution in accordance with the TCC articulation agreement that was in place at the time they entered the TCC program.~~

~~ii.—~~

d. International Baccalaureate (IB)

Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college-credit. Successful completion of the full course of study leads to an IB diploma.

3. Idaho Programs Standards for Advanced Opportunities Programs

All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards which were designed to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs offered to high school students before they graduate. Students must work closely with their advisor(s) to ensure the credit earned in their Advanced Opportunities course will apply to their intended postsecondary degree program.

a. Dual credit Standards for Students Enrolled in Courses Taught at the High School

Curriculum

Curriculum 1 (C1)	Courses administered through a dual credit program are catalogued courses and approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits; additionally these courses adhere to the same course description and course content as the postsecondary course.
Curriculum 2 (C2)	Postsecondary courses administered through a dual credit program are recorded on students' official academic record of the postsecondary institution.
Curriculum 3 (C3)	Postsecondary courses administered through a dual credit program reflect the pedagogical, theoretical and philosophical orientation of the sponsoring faculty and/or academic department at the postsecondary institution.

Faculty

Faculty 1 (F1)	Instructors teaching college or university courses through a dual credit program must meet the academic requirements for faculty and instructors teaching at a postsecondary institution or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development.
Faculty 2 (F2)	The postsecondary institution provides high school instructors with training and orientation in course curriculum, student assessment criteria, course philosophy, and administrative requirements before certifying the instructors to teach the college/university's courses.
Faculty 3 (F3)	Instructors teaching dual credit courses are part of a continuing collegial interaction through professional development, such as seminars, site visits, and ongoing communication with the postsecondary institutions' faculty and dual credit program administration. This interaction addresses issues such as course content, course delivery, assessment, evaluation, and professional development in the field of study.
Faculty 4 (F4)	High school faculty is evaluated by using the same classroom performance standards and processes used to evaluate college faculty.

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ATTACHMENT 2

Students

Students 1 (S1)	High school students enrolled in dual credit courses are officially admitted as degree-seeking, non-degree or non-matriculated students of the sponsoring postsecondary institution.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.
Students 3 (S3)	Students and their parents receive information about dual credit programs. Information is posted on the high school's website regarding enrollment, costs, contact information at the high school and the postsecondary institution, grading, expectations of student conduct, and other pertinent information to help the parents and students understand the nature of a dual credit course.
Students 4 (S4)	Admission requirements have been established for dual credit courses and criteria have been established to define "student ability to benefit" from a dual credit program such as having junior standing or other criteria that are established by the school district, the institution, and State Board of Education Governing Policies and Procedures.
Students 5 (S5)	Prior to enrolling in a dual credit course, provisions are set up for awarding high school credit, college credit or dual credit. During enrollment, the student declares what type of credit they are seeking (high school only, college only or both high school and college credit). To earn college credit, the student must be enrolled at the postsecondary institution.

Assessment

Assessment 1 (A1)	Students enrolled in dual credit courses are held to the same course content standards and standards of achievement as those expected of students in postsecondary credit only courses.
Assessment 2 (A2)	Every course offered through a dual credit program is annually reviewed by postsecondary faculty from that discipline and dual credit teachers/staff to assure that grading standards meet those in on-campus sections.
Assessment 3 (A3)	Students enrolled in dual credit courses are assessed and awarded credit using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	The dual credit program practices are assessed and evaluated based on criteria established by the school, institution and the State Board of Education to include at least the following: course evaluations by students, follow-up of the graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2)	Every course offered through a dual credit program is annually reviewed by faculty from that discipline and dual credit staff to assure that grading standards meet those in postsecondary sections.

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ATTACHMENT 2

Admin & Evaluation 3 (AE3)	Students enrolled in dual credit courses are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin & Evaluation 4 (AE4)	A data collection system has been established based on criteria established by the high school, institution and State Board of Education to track students enrolled in dual credit courses to provide data regarding the impact of dual credit programs in relation to college entrance, retention, matriculation from high school to college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.
Admin & Evaluation 5 (AE 5)	Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is approved annually at the Board's fee setting meeting and defined in Board Policy V.R. Fees. .
Admin & Evaluation 6 (AE 6)	Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, student's costs are established, compensation for the teacher is identified, etc.
Admin & Evaluation 7 (AE 7)	Postsecondary institutions have carefully evaluated how to provide services to all students regardless of where a student is located.

b. Dual Credit Standards for Students Enrolled in Courses at the College/University Campus

A.	The student is admitted by the postsecondary institution as a non-degree seeking student.
B.	The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.
C.	Instructional costs are borne by the postsecondary institution.
D.	Four (4) semester college credits are typically equivalent to at least one (1) full year of high school credit in that subject.
E.	As part of the enrollment process, institutions must ensure the student and the student's parent/guardian receive counseling that outlines the risks and possible consequences of enrolling in postsecondary courses, including but not limited to the impacts on future financial aid, and the consequences of failing or not completing a course in which the student enrolls. It is the responsibility of the postsecondary institution to provide advising for all students taking courses on the postsecondary campus.
F.	Students under the age of 16 who are enrolled in a secondary school may seek admission to enroll in courses provided on the postsecondary campus by submitting a petition to the high school principal's office and to the admissions office of the postsecondary institution.

c. Advanced Placement Standards

Advanced Placement (AP) courses are taught by high school teachers following the curricular goals administered by The College Board. These courses are academically rigorous and conclude with the optional comprehensive Advanced Placement exam in May. Students taking Advanced Placement courses accept the challenge of a rigorous academic curriculum, with the expectation of completing the complex assignments associated with the course and challenging the comprehensive Advanced Placement exam. The Advanced Placement examination is a national assessment based on the Advanced Placement curriculum, given in each subject area on a specified day at a specified time, as outlined by the College Board. Students and parents are responsible for researching the Advanced Placement policy of the postsecondary institution the student may wish to attend. Each institution shall publish their credit award policy, including course credit awarded, on their institutional webpage and report the policy annually to the Board office.

College/university credit is based on the successful completion of the Advanced Placement exam, and dependent upon institutional Advanced Placement credit acceptance policy. Each institution shall award academic credit for scores of 3, 4, and 5 on the AP exam. Institutions may choose to award more credit for scores of 4 or 5. Institutions shall strive to align Advanced Placement credit awards to courses that fulfill general education or program credit. Elective credit shall only be awarded when a general education or program credit is not available. The Board office shall review, no less than every three years, the validity of such credits awarded to assess student performance based on this policy.

Institutions may seek an exception to the score requirement in the policy if the institution has evidence that students are not performing adequately in the subsequent course or are in some way disadvantaged academically based on their placement within the Advanced Placement policy. Each institution's chief academic officer or designee shall present the evidence to the Board office. The Board office will convene a committee comprised of faculty, staff, and others to review the findings and render determination as to whether the minimum Advanced Placement score threshold should be increased.

Curriculum

Curriculum 1 (C1)	Postsecondary institutions evaluate AP scores and award credit reflecting the pedagogical, theoretical, and philosophical orientation of the sponsoring faculty and/or academic department at the institution.
Curriculum 2 (C2)	High school credit is given for enrollment and successful completion of an AP class.

Faculty

Faculty 1 (F1)	AP teachers shall follow the curricular materials and goals outlined by The College Board.
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ATTACHMENT 2

Faculty 2 (F2)	The AP teacher may attend an AP Institute before teaching the course.
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Students/Parents

Students 1 (S1)	A fee schedule has been established for the AP exam. Students and their parents pay the fee unless other arrangements have been made by the high school.
Students 2 (S2)	Information must be available from the high school counselor, AP coordinator or other faculty members regarding admission, course content, costs, high school credit offered and student responsibility.

Assessment

Assessment 1 (A1)	Students are assessed for high school credit according to the requirements determined by the high school.
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Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	To evaluate the success of the programs and to improve services, the school district must annually review the data provided by The College Board.
Admin & Evaluation 2 (AE2)	The school district must carefully evaluate how to provide services to all students, regardless of family income, ethnicity, disability, or location of educational setting.

d. [Technical Competency Credit \(TCC\)](#)[Microcredential](#) Standards

Career technical education programs in Idaho are delivered through comprehensive high schools, career technical [schoolscenters](#), and the technical college system. ~~Technical Competency Credit allows secondary career technical students the opportunity to earn secondary and postsecondary technical credits. Technical Competency Credit is offered through approved secondary career technical programs with an articulation agreement between the high school and a postsecondary institution. Technical Competency Credit is an advanced learning opportunity that provides a head start on a technical certificate or an applied science degree.~~[Pursuant to Board Policy III.E. all microcredentials are tracked as digital badges through a platform approved and maintained by the Division of Career Technical Education. Idaho's educators may validate skills their students demonstrate proficiency in through the awarding of badges in the platform. Industry-relevant badges are awarded based on the validated skills. Program standards are developed for each badge through a collaborative process that engages industry, college/university faculty, secondary faculty, applicable agency staff and other stakeholders. As students provide evidence of the competencies for each skill, educators evaluate the competencies based on common assessments. Once all skills are validated for a particular badge, the information is entered into the platform and badges are issued. Microcredentials may be stacked and used toward credit for prior learning or the awarding of a certificate or degree.](#)

Curriculum

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ATTACHMENT 2

Curriculum 1 (C1)	The high school career technical program must have competencies comparable with a postsecondary institution technical program and be identified as eligible for TCC consideration through a TCC Agreement (e.g., articulation agreement) with at least one Idaho postsecondary institution.
Curriculum 2 (C2)	Secondary and postsecondary educators must agree on the technical competencies, the student learning outcomes, and the level of proficiency to be demonstrated by the student.

Faculty

Faculty 1 (F1)	Secondary educators must hold appropriate career technical certification in the program area for which credit is to be awarded.
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Students

Students 1 (S1)	Technical Competency Credit (TCC) students are high school students; they are neither enrolled in the postsecondary institution nor counted as dual credit students. Students may request transcription of TCCs onto a postsecondary transcript after demonstrating the required level of proficiency; they must follow the transcribing institution's TCC transcription policy and pay the transcription fee discussed in standard AE1. After completing a TCC course or sequence according to the articulation agreement, the credits must be transcribed within the time period required by the transcribing institution and in no instance longer than two years.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities, guidelines for credit transfer and information regarding how the technical credit will apply to postsecondary certificates and degree requirements. The student guide must include an explanation of the difference between technical and academic credit, how a career technical course is a part of a career technical program sequence, and how the courses may impact their academic standing when they fully matriculate after high school.
Students 3 (S3)	At the completion of the Technical Competency Credit program, the instructor shall identify students who have met program competencies.

Assessment

Assessment 1 (A1)	The students are assessed for postsecondary technical credit according to the requirements of the Technical Competency Credit agreement.
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Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	When the student requests the transcription of a TCC credit, they are assessed a transcription fee consistent with Board Policy Section V.R for qualifying TCC earned in high school.
Admin & Evaluation 2 (AE2)	TCC agreements between a secondary career technical program and a postsecondary institution must be reviewed annually by the institution.

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COLLEGE OF EASTERN IDAHO

SUBJECT

Bachelor of Applied Science, Digital Forensics and Analytics

APPLICABLE STATUTE, RULE, OR POLICY

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

Idaho Code § 33-107(8) and Idaho Code § 33-2107A

BACKGROUND/DISCUSSION

College of Eastern Idaho (CEI) is proposing a new Bachelor of Applied Science (BAS) degree program in Digital Forensics and Analytics (DFA), which is designed to provide a new pathway for associate program alumni to complete an applied baccalaureate program primarily focused on digital forensics. Students in the program will be required to complete 43-44 total transfer or General Education Matriculation courses as required by Idaho State Board of Education Governing Policies & Procedures, Section III.N. Students will also complete a total of 120-121 total credits as required by Idaho State Board of Education Governing Policies & Procedures, Section III.E.

The program has been developed by request of local industry partners, community members, past graduates, and the CEI Board of Trustees. CEI students consistently remain in the state, highest among Idaho's public colleges, after completion and research shows a strong interest in a four-year degree program. As requested, the program would be offered face-to-face, as evening courses, in a practical format for working professionals to advance in their careers.

In 2022, the Board adopted amendments to Policy III.Z. to include five specific criteria for evaluating proposed baccalaureate degrees by the community colleges:

- “Demand: Proposed offerings must be to meet an urgent, local need based on where students who complete the offering will be employed rather than on where the students reside. The demand for the proposed offering needs to be clear, urgent, and compelling, as evidenced through data and industry input. Commitments of practical support (e.g. funding, internships, etc.) from industry stakeholders constitutes evidence of demand.
- “Specialization: The proposed offering must be based on the unique capability at the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery.
- “Non-competitiveness: The proposed offering must be non-competitive with other institutions’ offerings within the identified service area (whether regional or statewide) and supported by other institutions within the service area. The Executive Director or designee may request written commitments from the presidents of other institutions within the service area expressing conceptual and, if necessary, practical support for the proposed program.

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- “Collaboration: Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs must be offered through inter-institutional collaboration as described in this policy.
- Resources: The institution must have sufficient resources to develop and deliver the proposed offering.”

IMPACT

Approval of the DFA BAS program would enable past associate degree graduates to have a bachelor's degree pathway, in-person, that was previously unavailable. The cybersecurity industry is in high demand. This four-year degree option provides an avenue that participants are likely to take, who were previously unlikely to continue past an associate degree. It is highly unlikely that participants would have completed another degree pathway as they are resistant to leaving the region and prefer face-to-face, hands-on instruction. There are also no similar programs in the region and this program is designed for working adults to attend in the evening. It is doubtful that this program will have any significant impact on an existing bachelor's degree program offered by Idaho's universities.

The proposed program will have adequate facilities and equipment and library resources to support the program. CEI will utilize local industry cybersecurity practitioners and experts to teach courses within the program (such as with Idaho National Laboratory). The program will not be funded using existing budgets and will follow CSI's applied baccalaureate budget model where differential tuition for upper division courses will offset the costs for program. CEI is actively seeking National Science Foundation (NSF) and other federal grants; however, the program will not be dependent on this type of funding. The program will require \$32,148 - \$46,565 of on-going funding over a four-year period.

ATTACHMENTS

Attachment 1 – Digital Forensics and Analytics BAS Proposal

BOARD STAFF COMMENTS AND RECOMMENDATIONS

CEI has identified a need in Region VI for an applied baccalaureate degree in Digital Forensics and Analytics based stakeholder interest provided through CEI's Cybersecurity and Technology Technical Advisory Committee. As stipulated in the program proposal, there are no other digital forensics and analytics baccalaureate programs in Idaho. The program indicates that the closest comparisons are broader Computer Science degrees with emphasis in Cybersecurity such as Boise State University's Bachelor of Science in Computer Science. Boise State's degree program covers traditional software development and mathematics theories which do not emphasize forensics and analytics skills. Idaho State University also offers a BAS in Industrial Cybersecurity Engineering and a BS in Computer Science. CEI offers an AAS in Information Assurance and Cybersecurity and an AAS in IT Services. These were provided in the proposal primarily for quantifying recent

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graduate numbers and potential students. CEI indicates there are no computer science or cybersecurity baccalaureate programs offered face-to-face in Idaho Falls.

The proposed BAS in Digital Forensics and Analytics is consistent with CEI's Three-Year Plan for implementation Fall 2024. As provided in Board Policy III.Z, no institution has the statewide program responsibility for applied baccalaureate programs. Each institution has a service region program responsibility consistent with Board Policy III.Z to assess and ensure the delivery of all educational programs and services necessary to meet the educational workforce needs within its assigned service region. Staff notes that in 2018, Board Policy III.Z was amended to include community colleges in the Academic Service Regions to serve alongside the four-year institutions in sharing the responsibility for meeting undergraduate program needs. Consistent with Board Policy III.Z, CEI and Idaho State University are designated to serve undergraduate education needs in Region VI to include applied baccalaureate degree programs.

The program projects five to ten initial enrollments reaching 30 or more by year five and graduating 18 by year three. The program capacity is currently limited by CEI Computer Lab facilities and as such the overall program capacity will be approximately 20 students per cohort. CEI estimates that eight enrollments will be required for sustainability. If those minimums are not met for three consecutive years, the program will be evaluated for discontinuation.

In 2022, the Board approved amendments to Board Policy III.Z to include a set of minimum criteria by which the Board will evaluate proposals by the universities to offer new associate degrees and proposals by the community colleges to offer baccalaureate degrees. The program's responses are included with the proposal for the Board's review and consideration.

The proposal completed the program review process and was shared with the Council on Academic Affairs and Programs on November 2, 2023 and with the Committee on Instruction, Research, and Student Affairs on November 30, 2023. No concerns were raised by other institutions about this proposed program.

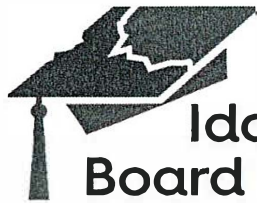
The Board should consider the workforce needs identified in the proposal and capacity to offer the proposed program in Region VI and determine whether it can be met through CEI or if the existing pathways offered by the other four-year institutions currently meet industry and student demand. The Board must also consider whether the proposal meets the criteria in Board policy for approving proposed baccalaureate programs at the community college level. If the Board determines the proposal does not meet these criteria but desires to approve the program anyway, then the Board must first waive this portion of policy.

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BOARD ACTION

I move to approve the request by College of Eastern Idaho to create a new program that will award a Bachelor of Applied Science in Digital Forensics and Analytics in substantial conformance to the program proposal submitted as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Institutional Tracking No. _____

Idaho State Board of Education

FULL PROPOSAL FORM

Academic Degree and Certificate Program

Date of Proposal Submission: May 1, 2023

Institution Submitting Proposal:	College of Eastern Idaho
Name of College, School, or Division:	Career Technical Education
Name of Department(s) or Area(s):	Information Technology and Cybersecurity
Official Name of the Program:	Bachelor of Applied Science in Digital Forensics and Analytics
Implementation Date:	August 2024
CIP code (consult IR /Registrar):	
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	Face-to-face

Indicate whether this request is either of the following:

- ☒ **New Program** (check all that apply)
- ☐ **Expansion of Existing Program** (check all that apply)
- ☐ Basic Technical Certificate
- ☐ Intermediate Technical Certificate
- ☐ Advanced Technical Certificate
- ☐ Associate of Applied Science Degree
- ☒ Bachelor of Applied Science

- ☐ **Modification of Existing Program**
- ☐ Converting one program option to a stand-alone program
- ☐ Consolidating two or more programs into one program
- ☐ Adding certificate or degree to existing program
- ☐ Program expansion outside an institution's Designated service region

[Signature] 6/16/23
College Dean Date

[Signature] 6/19/23
FVP/Chief Fiscal Officer Date

[Signature] 6-19-23
Provost/VP for Instruction Date

[Signature] 6/19/23
President Date

[Signature] 11/7/2023
Academic Affairs Program Manager, OSBE Date

[Signature] 11/08/2023
Chief Financial Officer, OSBE Date

[Signature] 11/15/2023
Chief Academic Officer, OSBE Date

SBOE/Executive Director or Designee Approval Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

1. Describe the request and give an overview of the changes that will result.

What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

The new degree program request is for a Bachelors of Applied Science (BAS) in Digital Forensics and Analytics (DFA) offered at the College of Eastern Idaho (CEI). The DFA program is designed to take Associate of Applied Science (AAS) students in IT Services, Cybersecurity fields on to upper division courses in digital forensics, analytics, cybersecurity, policy, strategy, response, compliance, and additional general education courses required for a bachelor's degrees in the State of Idaho. Digital Forensics is the primary focus of the program with interdisciplinary additions in business and data analytics. This program is not designed to or intended to replace any existing programs as, according to the National Center for Education Statistics (NCES), no Bachelors of Applied Science in Cyber/Computer Forensics exist in Idaho (2023).

CIP CODE: <https://nces.ed.gov/ipeds/cipcode/cipdetail.aspx?y=56&cipid=91562>

2. Need for the Program.

Describe evidence of the student, regional, and statewide needs that will be addressed by this proposal to include student clientele to be served and address the ways in which the proposed program will meet those needs.

a. Workforce and economic need:

Provide verification of state workforce needs that will be met by this program. Include job titles and cite the data source. Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

The Governor's Cybersecurity Task Force indicates that multiple public and private organizations have experienced cybersecurity incidents in the last half-decade requiring improvements to our cybersecurity education and workforce investments (Idaho Department of Commerce, 2022). The task force specifically recommended investing in faculty, instructors, and infrastructure for colleges and universities in their second recommendation. According to Lightcast (2023), Eastern Idaho's current projected growth for forensics, analytics, and related positions averages 17% through 2030. This position estimate includes: Forensic Science Technicians at 10%, Computer Systems Analysts at 11%, Information Security Analysts at 16%, Data Scientists at 41%, Market Research Analysts and Marketing Specialists at 28%, and Computer Systems Analysts at 11%.

The positions examined would bring significant increases to income for graduates from the region of the state which will in turn generate higher income tax revenue. These salary benefits are in addition to the increased talent pool for Idaho private and public sector entities attempting to address cybersecurity, analytics, forensics, and incident response gaps in their organizations. Talent shortages and unfilled positions remain top issues facing technology executives and the cyber-industry (Gartner, 2021; Morgan, 2023).

b. Student demand:

What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Provide evidence of student demand/ interest from inside and outside of the

institution.

New students in the DFA program are likely to originate from CEI or similar two-year technical programs meeting entry requirements. Students north of Idaho Falls will especially benefit from the program as commuting times and associated risks of winter travel can be problematic in rural Eastern Idaho. CEI estimates about half of graduates from the existing IT Services and Cybersecurity associate's programs go on to bachelor's programs within a few years of graduation. This is a conservative estimate as a 2023 survey of students indicated 80% were interested in continuing a bachelors face-to-face in Idaho Falls. Local employers on the Technical Advisory Committee (TAC) for the same associate programs indicate that careers frequently call for bachelor's degrees which drive students to pursue them for positions. Unfortunately, alumni from CEI frequently select out-of-state online colleges with flat-rate tuition once they enter the online 4-year degree market.

c. Societal Need:

Describe additional societal benefits and cultural benefits of the program.

The societal need for more trained forensics analytics cybersecurity workers is widely apparent as evidenced by recent ransomware attacks in Twin Falls, creation of the Idaho Cybersecurity Task Force, Idaho Cybersecurity Education Initiative, and lastly, the recent ransomware attack on Mountainview Hospital in Idaho Falls (Idaho Department of Commerce, 2022; Lyngass, 2023). Students in northern counties of Region 6, Madison and Clark specifically, are from designated Asset Limited, Income Constrained, Employed (ALICE) counties. This population will especially benefit from economic opportunities created through a bachelor's level education as they seek employment in the region from employers like the Idaho Nation Laboratory (INL), health providers, and public sector work. Additionally, the program has multiple practical components presenting opportunities for students to actively engage with their local industry and communities to strengthen cybersecurity awareness and posture.

3. Program Prioritization

Is the proposed new program a result of program prioritization?

Yes X No

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

The program does meets program prioritization in multiple aspects:

1. The program is in high demand from local industry and business, as verified by TAC members.
2. CEI governance structure and partners have lent strong support for instruction and facilities.
3. Many students forgo continuing educational opportunities because their circumstances are limited by employment, family obligations, relocations, or are forced into online programs despite a preference for face-to-face instruction.
4. There are very limited Bachelor's options in Region 6 with the few offerings on a traditional schedule which will conflict with full-time work. CEI will focus on running evening classes.
5. The cost model planned will be modeled after CSI's, charging a tuition differential and not utilize any state CTE funding or personnel. It is anticipated the program will be fully self-supporting within three years, depending on enrollment.
6. CEI's spring review by NWCCU had no issues in findings. CEI holds an additional Nation Security Agency designation as a Center for Academic Excellence since 2021, adding to the rigor, integrity, and support opportunities for the college.

4. Credit for Prior Learning

Indicate from the various cross walks where credit for prior learning will be available. If no PLA

has been identified for this program, enter 'Not Applicable'.

The CEI IT Services AAS, formerly Computer Networking Technology, has a long history of aligning courses with common industry certifications and exams. As a result, industry certification and the associated standardized exams are frequently used to assess and offer prior learning credit. Additional mechanisms exist to allow for prior learning through our general CEI policy. Verified prior work experience, portfolios, and armed forces transcripts can also be used to award credit for students who have already gathered necessary knowledge and skills for course credit.

5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

Various technical publishers, including Cengage, Pearson, and TestOut, have reduced cost options like Cengage Unlimited, which allow students a flat rate plan and allows access to their entire library of resources. These libraries frequently contain current editions and updates to technology materials which are absolutely vital to successful careers in industry making these optimum resources to use. CEI also utilizes Open Education Resources, flexible delivery, and affordable materials as often as possible to minimize student costs. There is a wide berth of free guides and white-pages online via vendor websites (e.g. technet.microsoft.com, cisco.com, technet.org, and juniper.net). Lastly, the tuition costs, even after upper division course fees, will be much lower than other options in the region.

Enrollments and Graduates

6. Existing similar programs at Idaho Public Institutions.

Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the most past four years.

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates from Program (Summer, Fall, Spring)			
		FY19	FY20	FY21	FY22 (most recent)	FY19	FY20	FY21	FY22 (most recent)
College of Eastern Idaho	Information Assurance and Cybersecurity AAS; IT Services AAS	14	19	11	19	4	7	5	15
		21	19	16	26	14	8	6	7
Boise State University	Bachelor of Science in Computer Science	713	694	699	730	98	111	98	126

(Boise State University, 2023; CEI, n.d)

7. Justification for Duplication (if applicable).

If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

As previously stated, there are no other digital forensics and analytics bachelor's programs in Idaho (i.e. CIP Code 43.0403) (National Center for Education Statistics, 2023). The closest comparisons in Idaho tend to be broader Computer Science degrees with emphasis in Cybersecurity which are included above for comparison. These degree programs tend toward traditional software development and mathematics theory with which do not emphasize forensics and analytics skills. Boise State has specifically been listed because it relates most with the Cybersecurity option, as opposed to industrial or Operational Technology Cybersecurity at ISU which is unrelated. CEI's existing associate's degrees are given to quantify recent graduate numbers and potential participants. There are no computer science or cybersecurity bachelor's programs currently offered face-to-face in Idaho Falls, forcing most CEI technology graduates to seek online bachelor's programs. Again, when CEI technology alumni enter the online-degree market, they tend to select per-term tuition, out-of-state, universities.

8. Projections for proposed program:

Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Digital Forensics and Analytics											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY25 (first year)	FY26	FY27	FY28	FY29		FY26 (first year)	FY27	FY28	FY29	FY30	
5-10	13	19	25	30+		N/A	5	12	18	22	

9. Describe the methodology for determining enrollment and graduation projections.

Refer to information provided in Question #2 "Need for the Program" above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

The program capacity is currently limited by CEI Computer Lab facilities. The overall program capacity will thus be, about 20 students per cohort depending on availability and lab space. The primary recruitment efforts will be added to existing CEI recruitment and AAS alumni. It is anticipated that the program will require a year or two to build momentum and approach capacity. We expect about 30 to 40 students taking upper division courses at any time after the program is more established. The projections above are based on CEI Cybersecurity and IT Services alumni who have, self-reported, continued their education. About 80% of CEI technology students indicated they would seek a bachelorette degree if offered face-to-face in Idaho Falls, which makes the above estimates quite conservative. Lastly, the program will have strong local demand because the INL currently requires a bachelor's for most

positions.

10. Minimum Enrollments and Graduates.

- a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

At the current CEI tuition rate, the minimum number of enrolled students required to run the program is estimated at 8 as it will initially depend on non-CTE, adjunct instructors. This figure is based on the current adjunct pay scale and tuition rate per credit at CEI.

- b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

The sunset clause for program discontinuance is estimated to be three consecutive years without meeting minimum enrollments and to be determined after in-depth program review and evaluations

11. Assurance of Quality.

Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

CEI's Information Assurance and Cybersecurity AAS program currently holds an NSA Center of Academic Excellence in Cybersecurity Defense (CAE-CD) Program of Study (PoS) credential. The ITS AAS is planning to obtain the same PoS and the DFA BAS program is designed with the potential to obtain this specialized NSA accreditation if approved. CEI also has an established program evaluation and conducts program reviews on a three-year cycle. These will be done for the CDP BAS program in accordance with Northwest Commission on Colleges and Universities (NWCCU) accreditation which CEI successfully completed in the spring.

12. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.

Attach the peer review report as Appendix A.

Not applicable

13. Teacher Education/Certification Programs

All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) and approval from the State Board of Education.

Will this program lead to certification?

Yes _____ No X

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission? – N/A

14. Three-Year Plan:

If this is a new proposed program, is it on your institution's approved 3-year plan?

Yes X No _____

If yes, proceed to question 15. If no:

- a. Which of the following statements address the reason for adding this program outside of the regular three-year planning process.**

Indicate (X) by each applicable statement:

<input type="checkbox"/>	Program is important for meeting your institution's regional or statewide program responsibilities.
<input type="checkbox"/>	The program is in response to a specific industry need or workforce opportunity.
<input type="checkbox"/>	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
<input type="checkbox"/>	There is a contractual obligation or partnership opportunity related to this program.
<input type="checkbox"/>	The program is in response to accreditation requirements or recommendations.
<input type="checkbox"/>	The program is in response to recent changes to teacher certification/endorsement requirements.

- b. Provide an explanation for all statements you selected.**

Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan

- 15. Curriculum. Provide descriptive information of the educational offering.**

- a. Summary of requirements.**

Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	32 after completion of an AAS
Credit hours in required courses offered by other departments:	43
Credit hours in institutional general education curriculum	34
Credit hours in free electives	3
Total credit hours required for degree program:	120-121 (depending on science general)

- b. Curriculum.**

Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

DFA Program Description:

Bachelors of Applied Science (BAS) in Digital Forensics and Analytics (DFA) is designed for alumni from technology applied associate's programs to continue their practical skills education toward an advanced degree. The DFA program is focused on digital forensics, utilizing interdisciplinary additions from business and data analytics. The forensic courses focus on evidence collection, evaluation, and related incident response, risk planning and asset management, and implementation of best cybersecurity principles and practices. Business and analytics courses prepare students for common managerial responsibilities in data collection and presentation to stakeholders in organizations, legal counsel or

judicial teams, and other interests. Special focus in the DAF program is given to practical content through the use of internships and a culminating capstone experience.

Pre-Admission Requirement:

Bachelors Successful completion of an Associate of Applied Science Degree for a minimum of 60 credits for acceptance into the program. This includes completion of a minimum of 15 credits of general education coursework.

Courses:

Type	Course	Credits
	ITS or CSEC AAS Core CTE Total	45
GEM 1	ENG 101 - Writing and Rhetoric I	3
GEM 2	COMM 101 - Fund of Oral Communication	3
GEM 3	Any Gem 3 Math WoK Course	3
GEM 5	Any Gem 5 Education Humanistic & Artistic WoK	3
GEM 6	Any Gem 6 Social & Behavioral Wok	3
	Total AAS Credits	60

Type	Course	Credits
CTE	ITS or CSEC AAS Core CTE Total	45
AAS GE	Associate's General Education	15
GEM 1	ENG 102 - Writing and Rhetoric II	3
GEM 4	Any Gem 4 Science WoK Course with lab	4
GEM 4	Any 2nd GEM 4 Science WoK Course (Must be a new prefix)	3 or 4
GEM 5	Any 2nd GEM 5 Humanistic & Artistic WoK Course (Must be a new prefix)	3
GEM 6	Any 2nd GEM 6 Social and Behavioral Wok Course (Must be CRJ 103/Phil103)*	3
GE Elective	Any Gen. Ed. Elective (Recommended ENGL 203) *	3
GE Elective	BSN 101 - Introduction to Business*	3
GE Elective	BSN 115 - Introduction to Business Applications	3
GE Elective	BSN 255 - Leadership Development Skills*	3
Upper Div.	DFA 300 - Intro to Digital Forensics	3
Upper Div.	DFA 305 - Database Administration and Security	3
Upper Div.	DFA 310 - Data Analytics Internship	3
Upper Div.	DFA 315 - Database Management	3
Upper Div.	DFA 320 - Incident Planning and Response	3
Upper Div.	DFA 400 - Intro to Cyber Operations	3
Upper Div.	DFA 405 - Project Management	3
Upper Div.	DFA 410 - Forensics Internship	4
Upper Div.	DFA 415 - Device Forensics	3
Upper Div.	DFA 490 - Forensics Analytics Capstone	4
Upper Div.	Additional BAS credits	60-61
	Total	120

*Students who have already completed courses will not be required to retake them, but will be expected to complete an alternative course in the same area. Students must complete the

minimum 120 credit hours required for a bachelor's degree as defined by the Idaho State Board of Education and applicable laws and statutes.

Completion Requirements:

Requirements include 32 program credits, 9 business credits, and 19-20 credits of general education coursework (not completed as part of the AAS but required for bachelor's). Total Credit Hours Required for this Major: 120

c. Additional requirements.

Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

The DFA program does carry a Forensics Capstone experience, in addition to analytics and forensics industry internships, which will require applying practical skills to follow industry best-practices, frameworks, and principles.

16. Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.

a. Intended Learning Outcomes.

List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.

- Implement and practice ethically responsible standards and procedures
- Gather and evaluate the quality of forensic evidence sufficient for criminal judicial processes
- Analyze digital systems and data to determine business impact
- Assess business, legal, and technological risk
- Manage risks through data-driven assessment, planning, and applications
- Develop, lead, and communicate valid cybersecurity practices and solutions
- Apply digital forensics investigation tactics, techniques, and principles

17. Assessment plans.

a. Assessment Process.

Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program.

The program will be assessed following existing CEI structure as set by the Academic Standards Committee and in accordance with NWCCU and CAE accreditation standards.

Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.

18. Physical Facilities and Equipment:

Describe the provision for physical facilities and equipment.

a. Existing resources.

Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

CEI currently has facilities with 9 computer labs, and about 1030 computers, and associated equipment to support the program and additional students.

b. Impact of new program.

What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

Increased use of facilities will require course scheduling and coordination so as to allow existing programs to remain unaffected. The program will also likely run in the evenings to allow students to work regular full-time positions while continuing their education. Additional outfitted computer labs and facilities would ease burdens due to additional courses and students.

c. Needed resources.

List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

Additional resources are not required to start the program.

19. Library and Information Resources:

Describe adequacy and availability of library and information resources.

a. Existing resources and impact of new program.

Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

The existing library resources are sufficient to support the DFA BAS program and it is unexpected to have a significant impact on existing programs.

b. Needed resources.

What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

Not applicable

20. Faculty/Personnel resources

a. Needed resources.

Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

CEI intends to utilize local industry cybersecurity practitioners and experts to teach courses within the program. There are many international experts in the region because of the proximity to the INL willing to teach courses. One section of each upper division DFA courses will be offered per fiscal year, requiring 32 credits of adjunct pay, with the possibility of full-time faculty added as required and permissible.

b. Existing resources.

Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

CEI's AAS programs are funded via the Idaho CTE, providing for the first two years of education. Upper division courses cannot utilize CTE faculty in accordance with state policy. As such, existing additional resources available are services student counselling, disability, federal, taxing-district, administrative, and the planned Teaching and Learning Center are available to support the program.

c. Impact on existing programs.

What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

Existing programs will not be substantially affected as they are autonomous and operate separately from the DAF bachelor's degree, offering multiple sections of existing courses as part of the community college mission. Additional faculty may be required due to future growth, but are not required immediately.

d. Needed resources.

List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

CEI does not anticipate additional salaried positions required at the initial phases.

21. Revenue Sources

a. Reallocation of funds:

If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

The program will not be funded using existing budgets, which will prevent reallocation of funds. Following College of Southern Idaho's bachelor's model, the differential tuition for upper division courses will offset costs for the program.

b. New appropriation.

If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

N/A

c. Non-ongoing sources:

- i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

CEI is currently seeking National Science Foundation and other federal grants but does not depend on such sources for program funding.

- ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

As previously indicated, the tuition differential for upper-division courses should be more than adequate

to fund the adjunct positions required for the program. If full-time faculty were funded as program enrollment increases, tuition would revert to established CEI tuition rates.

d. Student Fees:

- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

CTE funds cannot be utilized for community college bachelor's programs. As such, the tuition differential will be calculated to offset the costs of the program due to additional adjunct faculty positions.

- ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

The expected average starting additional costs to students per upper division DFA course are about \$200. (Based on the current tuition rates, adjunct pay schedule, and eight students per section). As program funding changes and/or course sizes increase, the tuition differential will drop substantially. The budget proposal sheet estimates this fee will drop \$50 each fiscal year with enrollment growth.

22. Using the excel **budget template** provided by the Office of the State Board of Education, provide the following information:

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

See attached budget and notes.

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Gartner. (2021). *Gartner survey reveals talent shortages as biggest barrier to emerging technologies adoption*. <https://www.gartner.com/en/newsroom/press-releases/2021-09-13-gartner-survey-reveals-talent-shortages-as-biggest-barrier-to-emerging-technologies-adoption>

Lyngaas, S. (2023, May 31). *Cyberattack forces Idaho Hospital to send ambulances elsewhere*. <https://www.cnn.com/2023/05/31/politics/idaho-hospital-cyberattack/index.html>

Morgan, S. (2023). Cybersecurity Jobs Report: 3.5 Million Unfilled Positions In 2025. *Cybercrime Magazine*. <https://cybersecurityventures.com/jobs/>

National Center for Education Statistics (NCES). (2023). *IPEDS: Integrated Postsecondary Education Data System: Idaho Title IV degree-granting institutions*. <https://nces.ed.gov/ipeds>

Appendix ACybersecurity and IT Services AAS
Technical Advisory Committee

Meeting Agenda

Date: April 21, 2023

Location: Yellowstone Training Center rm. 203; 3950 S. Yellowstone Hwy; Idaho Falls, ID, 83402

Time: 1:30pm – 2:30pm

CEI Personnel in attendance:

Rick Aman – CEI President

Joshua N. Duersch – Cybersecurity and Technology Department Chair

Don Casper – Information Technology Services Faculty

Don Williams – Information Assurance and Cybersecurity Lead Faculty

Jim Hammon – ITS Lead Instructor

Frankie Adams – Computer Technology & STEM Program Manager

Landon Meikle – Digital Media Instructor

Michell Shropshire – CEI Director of Grants

Attendees:

T.J. Rowe – Network and Security Specialist at IF Power

Brad Slaughter, Jared Bodel, & Mr. Miller – ECS

Cody Christensen

Larry Seymour – Snake River School District

Sam Kudla – Snake River School District

Virgina "Ginger" Wright – INL

Mark Stacey – Director for Strategy at Dragos - ICS cybersecurity company & Adjunct Professor at Boise State University for the Master of Science Cyber Operations and Resilience (CORE) program

Topics

1. CEI CSEC/ITS department will move to main campus this Summer 2023. WTCE will stay at YTC until 2024.
2. Don Casper is retiring – retirement party May 5th at noon (CEI Campus, Building 3, Room 306) - all are welcome to attend
3. We are in the process of creating a CEI Bachelor of Applied Science – Digital Forensics and Analytics – for potentially for the 2024-2025 catalog

https://myeirc.sharepoint.com/:x/s/CnTDepartment/EQE350oLLb9JkT1R1M_I97kBudPQNr5KYGdsdEgVws-Ang?e=EEHWod

- a. Add Incident Response & Planning
 - i. Use neutral, not subjective language
 - ii. Potentially do Eng. Spec. topics instead
 - b. BSN:261 – Check legal for chain of custody, court admissibility, etc.
 - c. Check machine learning & AI in analytics courses
 - d. TAC members in agreement that there is an industry need for a DFA BAS at CEI
4. AWS vs AZ
- a. Entry point I.T.
 - b. Kubernetes
5. Increase VMware & RHEL students over summer
6. Message from Workforce Training – Frankie
- a. Workforce training is available for non-academic training from a 1 week excel course to an advance Python program thru “Just-in-time” training programs available for your company needs
 - b. Contact Frankie for more information - frankie.adams@cei.edu

Appendix B

**National Centers of Academic Excellence in
Cyber Defense**
9800 Savage Road
Ft. Meade, MD 20755-6804



22 Sep 2021

College of Eastern Idaho
. David Oliver
1600 S 25th E
Idaho Falls, Idaho, 83402

. David Oliver:

I am pleased to inform you that College of Eastern Idaho has been designated as a National Center of Academic Excellence in Cyber Defense (CAE-CD) for the validated program(s) of study through academic year 2026.

Your ability to meet the increasing demands of the program criteria will serve the nation well in contributing to the protection of the National Information Infrastructure. The National Cyber Strategy, September 2018, addresses the critical shortage of professionals with cybersecurity skills and highlights the importance of higher education as a solution to defending America's cyberspace. "A highly skilled cybersecurity workforce is a strategic national security advantage." "The United States Government will continue to invest in and enhance programs that build the domestic talent pipeline, from primary through postsecondary education." Education is the key to promoting these ideals.

Certificates will be presented at a designation ceremony of your choice. Details on each ceremony location will be detailed at a later time. We appreciate your participation in this program and look forward to seeing you in the future.

Sincerely,

\s\

Karen Leuschner
National CAE Program Manager, NSA

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 13, 2023**

ATTACHMENT 1

Program Resource Requirements. CEI - Budget for BAS, Digital Forensics and Analytics

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

I. PLANNED STUDENT ENROLLMENT

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	2	8	2	13	2	19	3	25
B. Shifting enrollments	0	0	0	0	0	0	0	0
Total Enrollment	2	8	2	13	2	19	3	40

II. REVENUE

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Reques	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Institution Funds	\$17,108.00	\$0.00	\$8,358.19	\$0.00	\$0.00	\$0.00	\$3,315.35	\$0.00
3. Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. New Tuition Revenues from Increased Enrollments	\$13,440.00	\$0.00	\$21,840.00	\$0.00	\$31,920.00	\$0.00	\$42,000.00	\$0.00
5. Student Fees	\$1,600.00	\$0.00	\$1,950.00	\$0.00	\$1,900.00	\$0.00	\$1,250.00	\$0.00
6. Other (i.e., Gifts)								
Total Revenue	\$32,148	\$0	\$32,148	\$0	\$33,820	\$0	\$46,565	\$0

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

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

September 16, 2021

Page 1

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 13, 2023**

ATTACHMENT 1

III. EXPENDITURES

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<i>A. Personnel Costs</i>								
1. FTE	<u>2.0</u>	<u>0.00</u>	<u>2.0</u>	<u>0.00</u>	<u>2.0</u>	<u>0.00</u>	<u>3.0</u>	<u>\$0.00</u>
2. Faculty	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
3. Adjunct Faculty	<u>\$ 28,000.00</u>	<u>\$0.00</u>	<u>\$28,000.00</u>	<u>\$0.00</u>	<u>\$ 28,000.00</u>	<u>\$0.00</u>	<u>\$ 42,000.00</u>	<u>\$0.00</u>
4. Graduate/Undergrad Assistants	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
5. Research Personnel	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
6. Directors/Administrators	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
7. Administrative Support Personnel	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
8. Fringe Benefits	<u>2948.19</u>	<u>\$0.00</u>	<u>2948.19</u>	<u>\$0.00</u>	<u>2948.19</u>	<u>\$0.00</u>	<u>3365.35</u>	<u>\$0.00</u>
9. Other: _____	_____	_____	_____	_____	_____	_____	_____	_____
<i>Total Personnel and Costs</i>	<u><u>\$30,948</u></u>	<u><u>\$0</u></u>	<u><u>\$30,948</u></u>	<u><u>\$0</u></u>	<u><u>\$30,948</u></u>	<u><u>\$0</u></u>	<u><u>\$45,365</u></u>	<u><u>\$0</u></u>

ATTACHMENT 1

[illegible]

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 13, 2023**

ATTACHMENT 1

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities Construction or Major Renovation								
E. Other Costs								
Utilites	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance & Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other								
Total Other Costs	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL EXPENDITURES:	<u>\$32,148</u>	<u>\$0</u>	<u>\$32,148</u>	<u>\$0</u>	<u>\$32,148</u>	<u>\$0</u>	<u>\$46,565</u>	<u>\$0</u>
Net Income (Deficit)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,672</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

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

I.A.B.	Most of the students will be part time although some may be full time. We used a cohort model calculation for FTE based core DFA courses rounded up. Comes to about 10 to 1.
11.5	Estimates student fee will drop \$50 each fiscal year with enrollment growth.

College of Eastern Idaho

BAS, Digital Forensics and Analytics

Responses to Five Criteria per Board Policy III.Z.

- 1) Demand - Proposed offerings must meet an urgent, local need based on where students who complete the offering will be employed rather than on where the students reside. The demand for the proposed offering needs to be clear, urgent, and compelling, as evidenced through data and industry input. Commitments of practical support (e.g. funding, internships, etc.) from industry stakeholders constitutes evidence of demand.

CEI's Cybersecurity and Technology Technical Advisory Committee (TAC) has indicated that there is strong interest in the digital forensics and analytics bachelor's degree. The TAC has already supported associates level internships and has expressed support for the upper division as well. Bachelor's degrees are important for students in Eastern Idaho as they act as a filter for most of the INL and related managerial positions. The hiring pool the INL has drawn to the area has drawn more credentialed talent to the region. Job growth in the region is also raising the bar for students coming out of associates programs and is also expected to increase the number of positions in this space across the board.

To quantify the regional growth, according to Lightcast (2023), forensics, analytics, and related positions average 17% increase through 2030. This estimate includes: Forensic Science Technicians at 10%, Computer Systems Analysts at 11%, Information Security Analysts at 16%, Data Scientists at 41%, Market Research Analysts and Marketing Specialists at 28%, and Computer Systems Analysts at 11%. Lastly, in the spring of 2023 a survey of existing CEI technology students found that 80% would be "committed to continuing" if the bachelor's degree was available in Idaho Falls. The proposal's enrollment estimates for the Digital Analytics and Forensics program are very conservative on comparison.

- 2) Specialization - The proposed offering must be based on the unique capability at the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery.

As indicated in the proposal form, the CIP code 43.0403 or [Cyber/Computer Forensics and Counterterrorism](#) has zero programs in Idaho, according to the National Center for Education Statistics (NCES) (2023). Digital Forensics is the primary focus of the program with interdisciplinary additions from business and data analytics. Also, in a broader sense, there are no Computer Science Bachelor's degrees offered fully in Idaho Falls. There is, however, a large talent pool from the INL and the University programs associated with it in Idaho Falls. These area industry experts, researchers, and academics are uniquely capable of providing an advanced experience that students could not receive elsewhere. We have already had great success with the cybersecurity associate's program which relies on these experts in an adjunct capacity each term.

- 3) Non-Competitiveness - The proposed offering must be non-competitive with other institutions' offerings within the identified service area (whether regional or statewide) and supported by other institutions within the service area. The Executive Director or designee may request written commitments from the presidents of other institutions within the service area expressing conceptual and, if necessary, practical support for the proposed program.

As previously indicated, there are no digital forensics bachelors in the state, and no, loosely related, Computer Science Bachelor's offered in Region 6. This degree does not compete with any of Idaho's Universities or their programs.

- 4) Collaboration - Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs must be offered through inter-institutional collaboration as described in this policy.

We have been working collaboratively with the Idaho Cybersecurity Education Initiative group across the state with the other colleges and universities since 2020. We have also been working very closely with university professors at all of the state institutions on a large number of collaborative projects. We have created transfer or dual-enrollment agreements ISU, BSU, and LCSC. Other institutions do have other STEM programs but none of this nature.

- 5) Resources - The institution must have sufficient resources to develop and deliver the proposed offering.

CEI intends to lean on existing facilities and capabilities to deliver the program with few extra needs. We also have numerous TAC connections, INL, and university partnerships that we can leverage to meet the needs for the program. We do not anticipate significant difficulties meeting the delivery requirements of the program.

Larry Seymour
922 West hwy 39
Blackfoot Idaho 83221

November 6th, 2023
seymlarr@snakeriver.org
(208)-684-5661

Dear Joshua N Duersch
College of Eastern Idaho

I am writing to express my wholehearted support for the proposal to establish new BAS (Bachelor of Applied Science) programs at the College of Eastern Idaho. As an active member of the community and an advocate for higher education, I believe that introducing such programs will have a profound positive impact on our region, our students, and our local workforce.

The need for a Cyber Security BAS and Operations Management BAS programs in our area is evident, as the ever-evolving job market increasingly demands a more specialized and educated workforce. By offering these BAS programs, the College of Eastern Idaho would empower students to bridge the gap between their existing knowledge and the advanced skills necessary for success in today's job market.

Here are some key reasons why I believe these programs are essential:

Increased Access to Higher Education: The introduction of BAS programs will expand educational opportunities for local students. It will enable them to obtain a bachelor's degree right here in our community without having to relocate, thereby making higher education more accessible and affordable.

Supporting Local Employers: BAS programs will equip students with practical skills and knowledge tailored to the needs of local employers. This will, in turn, boost our regional economy and support the growth of local businesses.

Retaining Talent: By offering these BAS programs, the College of Eastern Idaho can help retain our talented students in the region. Graduates are more likely to stay and contribute to the local workforce if they have access to relevant educational opportunities.

I am confident that the College of Eastern Idaho has the expertise and resources to develop and maintain high-quality BAS programs. This initiative aligns perfectly with the institution's mission of providing affordable and accessible education to our community.

I am willing to support this effort in any way possible, through volunteer work and promoting the program among prospective students. Please consider my endorsement for the proposed BAS programs, and I hope to see it become a reality for the benefit of our community.

Thank you for your dedication to advancing education in our region, and I look forward to witnessing the positive impact these programs will have on our community and its future leaders.

Sincerely,

Larry Seymour
Technology Director
Computer Support Instructor
Snake River School District



1600 South 25th East • Idaho Falls, Idaho 83404-5788 • 208.524.3000 • www.cei.edu

November 16, 2023

To: Idaho State Board of Education

Re: Support for College of Eastern Idaho's two BAS degrees

Dear State Board of Education Members:

As the Chair of the Board of Trustees for College of Eastern Idaho (CEI) I am writing to express our support for these two proposed Applied Bachelor's Degrees (BAS) for our institution. As an elected five-member board, we firmly believe that these two, four-year technical degrees will significantly enhance the capacity of CEI to serve the workforce needs of our community.

I acknowledge the concerns raised by our university partners regarding potential competition between community college-level BAS degrees with these applied bachelor's programs. However, we believe that the proposed BAS degrees at CEI are designed to complement, rather than compete with existing university programs. These degrees are specifically tailored to meet the practical and applied learning needs of individuals seeking career advancement in technical fields.

Our College has received widespread support from local industries for the proposed BAS degrees. This endorsement from local employers underscores the demand for these programs and their potential to address the critical workforce needs of our region.

The Board of Trustees wholeheartedly endorses the proposed Applied Bachelor's Degrees for the College of Eastern Idaho. We are confident these additions to CEI's degree base will enhance workforce development and will contribute to the economic vitality of our region. We urge you to grant your endorsement and acceptance of these BAS degrees.

Sincerely,

A handwritten signature in black ink, appearing to read "Park Price", is written over a horizontal line.

Park Price

Board Chair, College of Eastern Idaho

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 13, 2023**

COLLEGE OF EASTERN IDAHO

SUBJECT

Bachelor of Applied Science, Operations Management

APPLICABLE STATUTE, RULE, OR POLICY

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

Idaho Code § 33-107(8) and Idaho Code § 33-2107A

BACKGROUND/DISCUSSION

The College of Eastern Idaho (CEI) has been approached, and supported by, business and governmental agencies in Region VI regarding the establishment of a Bachelor of Applied Science degree to be offered in educational Region VI as specified in Board policy III.Z.2.2. The program will allow those students having successfully completed an Associate of Applied Science degree to continue their studies to finish a Bachelor of Applied Science degree in Region VI beginning in the fall of 2025.

The intent to offer a bachelor's degree was communicated to the SBOE in CEI's three-year plan submitted in the spring of 2022. This program is based entirely on the proposal approved by the Board in 2018 allowing College of Southern Idaho to create a Bachelor of Applied Science to meet local needs as supported by the attached letters of support.

The program has been approved by the college's Academic Standards Committee, the President's Advisory Committee and the College of Eastern Idaho's Board of Trustees.

In 2022, the Board adopted amendments to Policy III.Z. to include five specific criteria for evaluating proposed baccalaureate degrees by the community colleges:

- "Demand: Proposed offerings must be to meet an urgent, local need based on where students who complete the offering will be employed rather than on where the students reside. The demand for the proposed offering needs to be clear, urgent, and compelling, as evidenced through data and industry input. Commitments of practical support (e.g. funding, internships, etc.) from industry stakeholders constitutes evidence of demand.
- "Specialization: The proposed offering must be based on the unique capability at the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery.
- "Non-competitiveness: The proposed offering must be non-competitive with other institutions' offerings within the identified service area (whether regional or statewide) and supported by other institutions within the service area. The Executive Director or designee may request written commitments

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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from the presidents of other institutions within the service area expressing conceptual and, if necessary, practical support for the proposed program.

- “Collaboration: Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs must be offered through inter-institutional collaboration as described in this policy.
- Resources: The institution must have sufficient resources to develop and deliver the proposed offering.”

IMPACT

The program would allow the completion of an Applied Bachelor’s degree for students having completed an Associate of Applied Science degree in Idaho Falls. This program is not currently offered in Region VI by any other institution in the state. A bachelor’s degree is often the minimum degree required by local employers such as the Idaho National Laboratory. The coursework would provide instruction to students needing a bachelor’s degree, but unable to travel outside of Region VI to attend classes due to employment and family obligations. This degree also allows learners who are ready to move into management, but need requisite skills to do so, to acquire those skills locally and at a lower price point than a university degree.

The proposed program will have adequate facilities and equipment and library resources to start and support the program. CEI will primarily utilize adjunct faculty to teach courses with some capacity to accommodate program growth in the short-term. However, CEI may need to add additional faculty to support future growth. The program will follow CSI’s applied baccalaureate budget model where differential tuition for upper division courses will offset the costs for program. Should this funding model not be successful, the program will revert to CEI’s tuition model. The program will require \$14,348 - \$16,565 on-going funding over a four-year period resulting in a projected net income of \$5,897 - \$7,906 over a four-year period.

ATTACHMENTS

Attachment 1 – Operations Management BAS Proposal

Attachment 2 – Institution Responses for Operations Management Proposal

Attachment 3 – CEI Responses to Comments

BOARD STAFF COMMENTS AND RECOMMENDATIONS

CEI has identified a need in Region VI for an applied baccalaureate degree in Operations Management based on local industry demand from entities such as Idaho National Laboratory, Naval Nuclear Lab, Elevation Labs, and Basic American Foods. Letters of support are provided in the program proposal. Currently, College of Southern Idaho is the only other community college in Idaho with a Bachelor of Applied Science. CSI’s degree is also in Operations Management, currently offered in Region IV. This program was originally approved

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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under the title Advanced Food Technology. The title was modified in 2021. While the proposed program shares many aspects of CSI's program, CEI represents there is strong local demand in Region VI and is supported by local industry. While not listed in the proposal, Idaho State University provides that they offer multiple pathways for BAS majors. Additionally, ISU offers a Project Management certificate which includes curriculum in Operations and Supply Chain Management, Project Management, and Productivity and Quality Management that is available to students. ISU also has a certificate in Supply Chain Management with courses in operations/supply chain management, purchasing, and logistics.

The proposed applied baccalaureate degree in Operations Management is consistent with CEI's Three-Year Plan for implementation Fall 2024. As provided in Board Policy III.Z, no institution has the statewide program responsibility for applied baccalaureate programs. Each institution has a service region program responsibility consistent with Board Policy III.Z to assess and ensure the delivery of all educational programs and services necessary to meet the educational workforce needs within its assigned service region. Staff notes that in 2018, Board Policy III.Z was amended to include community colleges in the Academic Service Regions to serve alongside the four-year institutions in sharing responsibility for meeting undergraduate program needs. Consistent with Board Policy III.Z, CEI and Idaho State University are designated to serve undergraduate education needs in Region VI to include applied baccalaureate degree programs.

CEI projects 24 initial enrollments in the program, reaching 72 by year five and graduating 24 by year four. The college estimates that eight enrollments will be required for sustainability and to break even for classes taught by adjuncts. If those minimums are not met, the program will undergo an in-depth evaluation to determine where improvements can be made for program continuance.

In 2022, the Board approved amendments to Board Policy III.Z to include a set of minimum criteria by which the Board will evaluate proposals by the universities to offer new associate degrees and proposals by the community colleges to offer baccalaureate degrees. The program's responses are included with the proposal for the Board's review and consideration.

The proposal completed the program review process and was shared with the Council on Academic Affairs and Programs on November 2, 2023 and with the Committee on Instruction, Research, and Student Affairs on November 30, 2023.

Idaho State University, Lewis-Clark State College, Boise State University, and University of Idaho have shared concerns about the program proposal, including claims that the proposal is not fully responsive to the Board's criteria for baccalaureate degree offerings by community colleges set forth in Board Policy III.Z. Particularly, institutions have raised concerns around collaboration efforts and impacts to system-ness, specialization of the degree, duplication of existing

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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programs offered by institutions, and unnecessary competition. Concerns from the institutions are in Attachment 2. CEI has provided responses to those observations, which are included in Attachment 3 for the Board's review.

The Board should carefully consider all concerns and observations raised by the other institutions, as well as responses to these concerns from CEI, to determine whether the need for the proposed program in Region VI can be met solely by CEI based on workforce needs and capacity identified in the proposal. The Board must also consider whether the proposal meets the criteria in Board policy for approving proposed baccalaureate programs at the community college level. If the Board determines proposal does not meet these criteria but the Board desires to approve the program anyway, then the Board must first waive this portion of policy.

BOARD ACTION

I move to approve the request by College of Eastern Idaho to create a new program that will award a Bachelor of Applied Science in Operations Management in substantial conformance to the program proposal submitted as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Idaho State Board of Education

Institutional Tracking No. _____

FULL PROPOSAL FORM

Academic Degree and Certificate Program

Date of Proposal Submission: May 1, 2023

Institution Submitting Proposal:	College of Eastern Idaho
Name of College, School, or Division:	Career Technical Education
Name of Department(s) or Area(s):	Business
Official Name of the Program:	Bachelor of Applied Science in Operations Management
Implementation Date:	August 2024
CIP code (consult IR /Registrar):	52.0201
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	Face-to-face

Indicate whether this request is either of the following:

- ☒ **New Program** (check all that apply)
- ☐ **Expansion of Existing Program** (check all that apply)
- ☐ Basic Technical Certificate
- ☐ Intermediate Technical Certificate
- ☐ Advanced Technical Certificate
- ☐ Associate of Applied Science Degree
- ☒ Bachelor of Applied Science

- ☐ **Modification of Existing Program**
- ☐ Converting one program option to a stand-alone program
- ☐ Consolidating two or more programs into one program
- ☐ Adding certificate or degree to existing program
- ☐ Program expansion outside an institution's Designated service region

Adrian C. Ball 6/16/23
College Dean Date

Debbie Sanchez 11/7/2023
Academic Affairs Program Manager, OSBE Date

Byron S. Miles 6/19/23
FVP/Chief Fiscal Officer Date

David Carlson 11/08/2023
Chief Financial Officer, OSBE Date

Joni Barber 6.19.23
Provost/VP for Instruction Date

TJ Bliss 11/20/23
Chief Academic Officer, OSBE Date

[Signature] 6/19/23
President Date

SBOE/Executive Director or Designee Approval Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

1. **Describe the request and give an overview of the changes that will result.** What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

The program as requested by local business and industry will allow students transitioning from an AAS degree to continue to a Bachelors with no loss of credit or having to leave the area. This will support technical program student in high demand as a pathway to a Bachelor's degree without online learning or travel for classes.

2. **Need for the Program.** Describe evidence of the student, regional, and statewide needs that will be addressed by this proposal to include student clientele to be served and address the ways in which the proposed program will meet those needs.

- a. **Workforce and economic need:** Provide verification of state workforce needs that will be met by this program. Include job titles and cite the data source. Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

Many local employers (such as the INL) require a Bachelor's degree, but the pathways are extremely limited without having to travel and the class schedules are not always conducive to those working full-time.

- b. **Student demand.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Provide evidence of student demand/ interest from inside and outside of the institution.

We anticipate that the students will be those currently working at the INL, but wishing to progress in their careers and need a Bachelor's degree to do so. We would also anticipate those place-bound to the area by familial or employment barriers. We would also recruit from the large rural population to the north of Idaho Falls for whom travelling elsewhere is problematic and in winter impossible on many days.

- c. **Societal Need:** Describe additional societal benefits and cultural benefits of the program. The addition of the program would have a direct economic advantage for those who might have been unable to continue their education otherwise. This is particularly true in Madison and Clark Counties which are designated ALICE counties.

3. **Program Prioritization**

Is the proposed new program a result of program prioritization?

Yes ___X___ No _____

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

The program does meet the program prioritization standards in several ways:

1. It is in demand through local business and industry
2. We would follow the same cost model as the one used by CSI charging a tuition differential and not utilize any state CTE funding or personnel.
3. Many students forgo the opportunity to obtain an additional degree because their circumstances are limited by employment and family obligations or are forced into online learning programs when they would prefer face-to-face.
4. There are very limited opportunities to obtain a Bachelor's degree in region 6 and the few that are offered are mostly on a traditional schedule, while we will focus on running evening classes.
5. We have a robust assessment process to maintain program quality that was recently reviewed by the NWCCU with no findings.
6. We have an excellent governance structure and partners willing to qualified faculty needed for the program.

4. Credit for Prior Learning

Indicate from the various cross walks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'.

We have a general published policy on CPL and we are willing to examine classes not currently included for PLA as needed.

5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

We will utilize OER resources when available for the courses whenever possible and if not focus on reducing costs to students. We also, while charging a stipend for upper level classes will still be more affordable than other institutions in the area/

Enrollments and Graduates

6. **Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the most past four years.

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY 20	FY 21	FY 22	FY 23 (most recent)	FY 20	FY 21	FY 22	FY 23 (most recent)
CSI	Advanced Food Technology BAS	2	5	1		0	1	3	
CSI	Operations Management BAS (name change)				17				2

7. **Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

This program, while sharing many aspects of the program at CSI has strong local demand and is supported by local demand since the INL currently requires a Bachelor's for most positions.

8. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name:											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY24 (first year)	FY25	FY26	FY27	FY28		FY24 (first year)	FY25	FY26	FY27	FY28	
24	30	44	60	72		0	6	16	24	36	

9. **Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need for the Program" above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

This data is based on experience and conversations with local business and industry.

10. **Minimum Enrollments and Graduates.**

- a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

8 This is our break even point for classes taught by adjuncts.

- b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

While it is not anticipated that this will be an issue, we will access data on the program enrollments, outcomes and graduation rates. The program will also become a part of our program review cycle that does an in-depth evaluation of all programs on a rotating basis.

11. **Assurance of Quality.** Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

We have an established outcome review process that will be implemented when the program starts. This requires all teaching the classes to evaluate the course learning outcomes at the end of each semester and record that data for year end review by the faculty, chairs and the program dean. We are also anticipating obtaining secondary accreditation from an outside entity. This will most likely be through the Accreditation Council for Business Schools and Programs. This secondary accreditor follows the Baldrige model of quality improvement and is recognized by the Council for Higher Education Accreditation (CHEA).

12. **In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.** Attach the peer review report as **Appendix A.**

Not a doctoral program. All classes offered will be at the undergraduate level.

13. **Teacher Education/Certification Programs** All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) and approval from the State Board of Education.

Will this program lead to certification?

Yes _____ No X _____

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

14. **Three-Year Plan:** If this is a new proposed program, is it on your institution's approved 3-year plan?

Yes X No _____

If yes, proceed to question 15. If no:

- a. Which of the following statements address the reason for adding this program outside of the regular three-year planning process.

Indicate (X) by each applicable statement:

	Program is important for meeting your institution's regional or statewide program responsibilities.
	The program is in response to a specific industry need or workforce opportunity.
	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
	There is a contractual obligation or partnership opportunity related to this program.
	The program is in response to accreditation requirements or recommendations.
	The program is in response to recent changes to teacher certification/endorsement requirements.

- b. Provide an explanation for all statements you selected.

Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan

15. Curriculum. Provide descriptive information of the educational offering.

- a. **Summary of requirements.** Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	42 after completion of an AAS, AA, or AS or some ATC programs.
Credit hours in required courses offered by other departments:	37
Credit hours in institutional general education curriculum	24
Credit hours in free electives	N/A
Total credit hours required for degree program:	120-130 (depending on gen eds taken)

- b. **Curriculum.** Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

See other attachments

- c. **Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

There is an industry internship or practicum built into the curriculum.

16. Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.

- a. Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.

Bachelor of Applied Science: Operations Management

The program is designed for those with an Associate's degree in a technical field to continue their studies to complete a Bachelors of Applied Science degree. The program will address the general education requirements of the State Board of Education and add additional curriculum to expand their opportunities for advancement in their careers.

Learning outcomes:

Develop effective communication skills by:

- Being able to clearly and concisely present data in a technical presentation.
- Demonstrating respect for others and constructively managing co-workers and direct reports.
- Committing to the highest standards of integrity and ethics by providing leadership and guidance.
- Demonstrating the ability to work both in groups and independently on work and school projects.
- Articulate an understanding the connections and collaborations between company departments for productive operation.

Develop critical thinking skills by:

- Applying the skills learned in science, math, and field-specific classes to analyze and troubleshoot challenges in industry.
- Summarizing and critically discussing current affairs in industry.
- Managing and applying business related skills to the basic understanding of legal and ethical issues in a business environment.

Develop management knowledge by:

- Demonstrating an understanding of supervisory and management roles and the nature of leadership.
- Identifying and describing human behavior in an organizational setting.
- Interpreting the importance of corrective actions and continuous improvement in order to stay be productive in business.

17. Assessment plans.

- a. Assessment Process.** Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program.

The program will be assessed using the existing assessment structure as designed by the Academic Standards Committee and recently assessed by the NWCCU standards.

Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.

In compliance with SBOE policy the program will be self-supporting with a fee for the 3rd and 4th year

classes as is the current practice with other institutions in the state. We do not anticipate any other changes in the near-term as we will mostly use adjunct faculty to teach that classes and not use any CTE supported faculty.

18. Physical Facilities and Equipment: Describe the provision for physical facilities and equipment.

There are no anticipated physical facilities or equipment required to begin the program.

Existing resources. Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

We currently have sufficient space in the evenings despite being badly constrained during the day. The program will benefit from the same resources available for all general education classes and access to resources.

a. Impact of new program. What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

As previously stated we have sufficient resources at present to accommodate the new program with classes running in the evening. Due to the cohort nature of many programs the classes generally run on a traditional daytime schedule and the college has sufficient resources in the evenings and weekends.

b. Needed resources. List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

No additional resources needed at present.

19. Library and Information Resources: Describe adequacy and availability of library and information resources.

a. Existing resources and impact of new program. Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

Current library databases are sufficient although a statewide consortium for these services could lower costs to each institution.

b. Needed resources. What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

N/A

20. Faculty/Personnel resources

- a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

The program will mainly be taught using adjunct faculty. We have some capacity to accommodate the growth in the short-term. As the program grows we will need to possibly add additional faculty, but that will not be needed at this time.

- b. **Existing resources.** Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

We have outstanding student resources in campus between the Center for New Directions, Disability and Counselling services and our planned Teaching and Learning Center

- c. **Impact on existing programs.** What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

We will use the college's existing resources and processes for course-level, program-level and institutional-level outcomes and program review. These resources were the source of recent praise by the visiting team from the NWCCU for our seven-year onsite visit.

- d. **Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

We do not anticipate that we will need any additional faculty initially. We will use adjuncts to teach the classes due to legislation that governs community colleges offering Bachelor's degrees.

21. Revenue Sources

- a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

The program with the differential salary will pay the costs of the program, consequently we do any impact on existing budgets.

- b) **New appropriation.** If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

N/A

- c) **Non-ongoing sources:**

- i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

Although we are always seeking grant funding when we can this is outside of the scope of grants we are aware of at present.

- ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

Similar to what the College of Southern Idaho does we would charge a tuition differential to students in the program and we anticipate that would be sufficient to fund the program. Since we intend to staff with adjuncts the relative costs of the program will be minor and the breakeven point for classes will be lower and allow us to expand more readily than with full-time faculty.

Should the program not succeed then the tuition differential would no longer be charged and we would revert to our tuition set by the legislature.

d) **Student Fees:**

- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

Since current SBOE policy precludes the use of CTE funds for Bachelors programs at the community college we will establish a funding model similar to that used by CSI for their BAS programs.

- ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

We anticipate that through the use of adjunct faculty and the tuition differential that the program will be self-sustaining with a minimal of costs on the admissions side of the college.

22. Using the excel **budget template** provided by the Office of the State Board of Education, provide the following information:

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

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 13, 2023**

ATTACHMENT 1

Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the Include reallocation of existing personnel and resources and anticipated or requested new resources.

Second and third year estimates should be in constant dollars.

Amounts should reconcile subsequent pages where budget explanations are provided.

If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).

Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>2</u>	<u>20</u>	<u>2</u>	<u>24</u>	<u>3</u>	<u>28</u>	<u>3</u>	<u>30</u>
B. Shifting enrollments	<u>4</u>	<u>15</u>	<u>4</u>	<u>18</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Enrollment	<u>6</u>	<u>35</u>	<u>6</u>	<u>42</u>	<u>3</u>	<u>36</u>	<u>3</u>	<u>40</u>

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
2. Institution Funds	<u>\$10,200.00</u>	<u>\$0.00</u>	<u>\$10,200.00</u>	<u>\$0.00</u>	<u>\$12,000.00</u>	<u>\$0.00</u>	<u>\$12,000.00</u>	<u>\$0.00</u>
3. Federal	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
4. New Tuition Revenues from Increased Enrollments	<u>\$9,625.00</u>	<u>\$0.00</u>	<u>\$11,550.00</u>	<u>\$0.00</u>	<u>\$9,900.00</u>	<u>\$0.00</u>	<u>\$11,000.00</u>	<u>\$0.00</u>
5. Student Fees	<u>\$420.00</u>	<u>\$0.00</u>	<u>\$504.00</u>	<u>\$0.00</u>	<u>\$432.00</u>	<u>\$0.00</u>	<u>\$480.00</u>	<u>\$0.00</u>
6. Other (i.e., Gifts)	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
Total Revenue	<u>\$20,245</u>	<u>\$0</u>	<u>\$22,254</u>	<u>\$0</u>	<u>\$22,332</u>	<u>\$0</u>	<u>\$23,480</u>	<u>\$0</u>

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

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

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	FY 2024		FY 2025		FY 2026		FY 2027	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	<u>2.0</u>	<u>0.00</u>	<u>4.0</u>	<u>0.00</u>	<u>5.0</u>	<u>0.00</u>	<u>6.0</u>	<u>0.00</u>
2. Faculty	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
3. Adjunct Faculty	<u>\$ 10,200.00</u>	<u>\$0.00</u>	<u>\$10,200.00</u>	<u>\$0.00</u>	<u>\$ 12,000.00</u>	<u>\$0.00</u>	<u>\$ 12,000.00</u>	<u>\$0.00</u>
4. Graduate/Undergrad Assistants	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
5. Research Personnel	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
6. Directors/Administrators	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
7. Administrative Support Personnel	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
8. Fringe Benefits	<u>\$2,948.19</u>	<u>\$0.00</u>	<u>\$ 2,948.19</u>	<u>\$0.00</u>	<u>3363.35</u>	<u>\$0.00</u>	<u>3365.35</u>	<u>\$0.00</u>
9. Other:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Personnel and Costs	<u><u>\$13,148</u></u>	<u><u>\$0</u></u>	<u><u>\$13,148</u></u>	<u><u>\$0</u></u>	<u><u>\$15,363</u></u>	<u><u>\$0</u></u>	<u><u>\$15,365</u></u>	<u><u>\$0</u></u>

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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	FY 2024		FY 2025		FY 2026		FY 2027	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00
2. Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Other Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Materials and Supplies	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00
6. Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Materials & Goods for Manufacture & Resale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Expenditures	\$1,200	\$0	\$1,200	\$0	\$1,200	\$0	\$1,200	\$0

	FY 2024		FY 2025		FY 2026		FY 2027	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<i>D. Capital Facilities Construction or Major Renovation</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>E. Other Costs</i>								
Utilites	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance & Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other								
<i>Total Other Costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>TOTAL EXPENDITURES:</i>	\$14,348	\$0	\$14,348	\$0	\$16,563	\$0	\$16,565	\$0
<i>Net Income (Deficit)</i>	\$5,897	\$0	\$7,906	\$0	\$5,769	\$0	\$6,915	\$0

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

I.A.B.	Most of the students will be part time although some may ber full time we used a 10 to 1 ration of enrollments and rounded up

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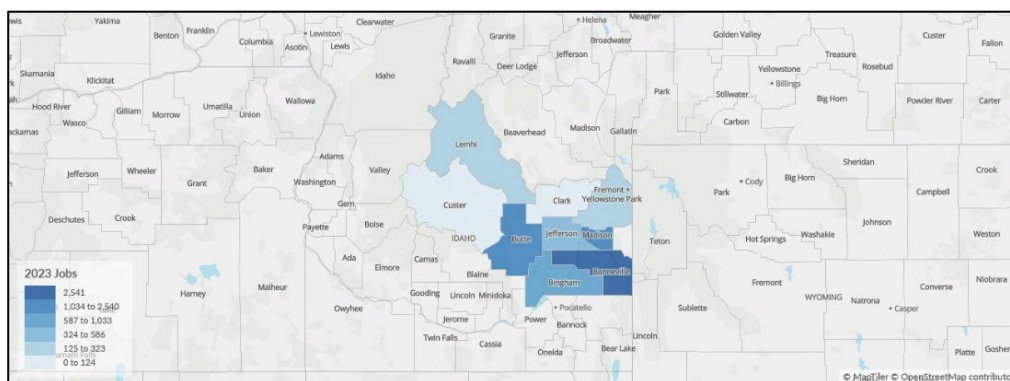
College of Eastern Idaho - BAS, Operations Management

Responses to Five Criteria per Board Policy III.Z.

1) Demand

Proposed offerings must meet an urgent local need based on where students who complete the offering will be employed rather than where the students reside. The demand for the proposed offering needs to be clear, urgent, and compelling, as evidenced through data and industry input. Commitments of practical support (e.g., funding, internships, etc.) from industry stakeholders constitute evidence of demand.

College of Eastern Idaho has firm demand requests from local industry, including the INL, Naval Nuclear Lab, Elevation Labs, Basic American Foods, and other employers for skills this degree would offer. Furthermore, these industries have confirmed the market for employee positions for which these degrees would educate or train. Data from Lightcast (retrieved online on 8/21/2023) shows that the need for all managerial positions in Idaho Falls has increased by 100% since 2001, and the projections indicate that the growth will continue unabated through 2033. The growth rate in the Idaho Falls MSA is double that of the anticipated growth in Pocatello—the Lightcast forecast of employment in the ten counties of Region 6, including Bonneville, Bingham, Clark, Custer, Fremont, Jefferson, Teton, Butte, Madison, and Lemhi Counties demonstrate that there is anticipated demand for 590 new management positions between 2023 and 2030. According to Lightcast, the most significant growth will occur in Bonneville (272), Madison (174), and Jefferson (61) counties. The only two counties in Region 6 that do not show anticipated double-digit growth are the largely rural Butte and Clark counties. The other counties show anticipated growth of 11-22% in business and management employment. Further, this growth rate does not account for the "greying workforce" and the positions needed to fill the retiring populations.



Occupations	
Code	
13-1199	Business Operations Specialists, All Other
11-9199	Managers, All Other
11-1021	General and Operations Managers

13-1111	Management Analysts
11-1011	Chief Executives
13-1082	Project Management Specialists

Timeframe

2023 – 2030

Datarun

2023.3 – Employees

County	County Name	2023 Jobs	2030 Jobs	2023 - 2030 Change	2023 - 2030 % Change
16019	Bonneville	2,541	2,813	272	11%
16023	Butte	1,047	1,048	1	0%
16065	Madison	1,034	1,208	174	17%
16051	Jefferson	324	385	61	19%
16081	Teton	249	303	54	22%
16043	Fremont	146	163	18	12%
16059	Lemhi	125	139	14	12%
16037	Custer	74	82	9	12%
16033	Clark	14	16	1	9%
	Total	5,554	6,159	605	11%

When examining data from all of the counties in Idaho, Region 6 has four of the counties in the state where the growth rates are in the top 15 counties for growth in the fields for which this applied degree would train learners.

County	County Name	2023 Jobs	2030 Jobs	2023 – 2030 Change	2023 - 2030 % Change
16001	Ada	15,641	17,202	1,561	10%
16999	[Idaho, county not reported]	2,185	2,863	678	31%
16027	Canyon	3,555	4,054	498	14%
16055	Kootenai	3,281	3,584	303	9%
16019	Bonneville	2,541	2,813	272	11%
16065	Madison	1,034	1,208	174	17%
16005	Bannock	1,618	1,770	153	9%
16017	Bonner	807	912	106	13%
16083	Twin Falls	1,619	1,725	106	7%
16057	Latah	689	754	65	9%
16051	Jefferson	324	385	61	19%
16013	Blaine	715	769	54	8%
16081	Teton	249	303	54	22%
16031	Cassia	463	512	50	11%

16041	Franklin	292	336	44	15%
16069	Nez Perce	605	647	43	7%
16011	Bingham	587	625	38	7%
16053	Jerome	405	442	37	9%
16085	Valley	254	288	34	14%
16075	Payette	315	349	34	11%
16067	Minidoka	341	371	30	9%
16045	Gem	179	208	29	16%
16021	Boundary	174	200	25	14%
16049	Idaho	211	234	23	11%
16079	Shoshone	226	248	22	10%
16047	Gooding	211	232	21	10%
16029	Caribou	160	179	18	11%
16007	Bear Lake	85	104	18	21%
16073	Owyhee	105	123	18	17%
16039	Elmore	374	392	18	5%
16043	Fremont + Yellowstone Park	146	163	18	12%
16059	Lemhi	125	139	14	12%
16087	Washington	111	126	14	13%
16061	Lewis	73	86	13	18%
16077	Power	135	148	13	9%
16009	Benewah	126	138	11	9%
16063	Lincoln	63	73	10	16%
16071	Oneida	52	61	9	17%
16037	Custer	74	82	9	12%
16015	Boise	83	90	8	9%
16003	Adams	50	56	7	14%
16035	Clearwater	99	104	5	5%
16025	Camas	19	22	3	16%
16023	Butte	1,047	1,048	1	0%
16033	Clark	14	16	1	9%
		41,463	46,186	4,724	11%

The growth for demand in these counties, while not numerically greater, does have growth rates almost double the 10% anticipated growth in Ada County.

Finally, Region Six also contains three ALICE counties, Madison, Clark, and Lemhi, where approximately 40% of the families fall into the category of ALICE (Asset Limited, Income Constrained, Employed). These counties are not in close geographic proximity to any of the major public educational centers of the state except Idaho Falls. CEI is the closest public educational institution. Moreover, we remain well poised to deliver the educational services needed to help many of those constituents obtain a credential to move into the workforce at a living wage salary. (<https://www.unitedforalice.org/state-overview/idaho>)

2) Specialization

The proposed offering must be based on the unique capability of the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery.

CEI has planned for this opportunity for several years, and we have the capacity to develop and operationalize the program with industry support. Specifically, the INL, an organization that requires a bachelor's degree for most mid- and upper-level jobs, has expressed interest in this training for a portion of its workforce. This applied degree is designed to utilize an associate of applied science as the foundation for the first two years of the degree. Typically, traditional bachelor's degrees do not accept applied credits into their programs. Transferring applied credits into this degree gives learners with applied credits a path to a bachelor's, providing them with upward mobility for their careers without starting from a beginning level. It gives applicable value to previous experience and learning.

The college's proximity and agreements with the Idaho National Laboratory (INL) afford the college the unique advantage of having access to the knowledge and expertise of the employees at a world-class lab. The college also has strong relationships with many local companies that serve as subcontractors to the INL operations and the other fast-growing needs of Eastern Idaho. Not relying on INL alone, CEI has partnerships with other industries listed above that have conveyed their need for graduates of an operations management degree. CEI recently signed an agreement with Mountain View Hospital, and this degree could serve their needs too. The conversations confirming industry needs have occurred through formal venues such as Technical Advisory Committee (TAC) meetings. All of CEI's CTE programs have TACs to guide the evolution of curriculum and skills/outcomes for courses and programs. CEI has hired faculty and administration with the knowledge and skills to teach at the bachelor's level, with the anticipation of offering this degree. These hires include the Dean of CTE, Dr. Chuck Bohleke, who has fifteen years of leadership experience in running business programs as well as multiple degrees in business, management, and international business. He has provided instruction at the undergraduate and graduate levels for other institutions. Dr. Bohleke has taught many of the proposed classes and will be instrumental in the course development of the program. Other hires include those with advanced degrees in the field and/or those with extensive work history in the business industry. Although the college is small in comparison to other institutions, we have experienced an unprecedented growth rate of 80% in total headcount, including through the COVID pandemic, since 2011, as per data from the SBOE website.

<https://boardofed.idaho.gov/resources/fall-2022-postsecondary-headcount/>

The low tuition cost of CEI's upper division credits leading to the operations management bachelor's degree opens up opportunities for more low-income students to attend college. While this degree is not designed to attract seniors right out of high school, it does provide the eventual opportunity for more conduits to a bachelor's degree than the traditional route. According to a 2023 Department of Labor & U.S. Census report, Bonneville County has 35,988 (14.9%) people with some college and no degree. The operations management BAS has the possibility to attract that population with some college and no degree to complete their applied bachelor's close to home, at a low cost and on a schedule that won't interfere with their work during the day. Most of these classes will be offered in the evening to accommodate working schedules and not in the traditional daytime schedules.

The U.S. Bureau of Labor Statistics

(<https://www.bls.gov/ooh/management/home.htm>) lists management occupations as growing faster than the average demand for new jobs across the country from 2021 to 2031.

Overall employment in management occupations is projected to grow 8% from 2021 to 2031, faster than the average for all occupations; this increase is expected to result in about 883,900 new jobs over the next decade. In addition to new jobs from growth, opportunities arise from the need to replace workers who leave their occupations permanently. About 1.1 million openings each year, on average, are projected to come from growth and replacement needs.

The median annual wage for this group was \$102,450 in May 2021, which was the highest of all the major occupational groups and more than the median annual wage for all occupations of \$45,760. Offering this applied operations degree provides a local, inexpensive conduit to a better life for employees and well-trained employees for industry who need it.

BLS employment projections, wages, and other data for related occupations not shown are available on the [Data for Occupations Not Covered in Detail](#) page. Information highlighting physical demands, cognitive and mental requirements, and other qualifications for workers in this group is available in a BLS [Occupational Requirements Survey](#) (ORS) profile.

Finally, CEI is committed to serving our students, our regional industry partners, and our community. This specialized applied degree does just that and helps CEI meet its mission of providing open access to affordable, quality education that meets the needs of students, regional employers, and the community.

3) Non-Competitiveness

The proposed offering must be non-competitive with other institutions' offerings within the identified service area (whether regional or statewide) and supported by other institutions within the service area. The Executive Director or designee may request written commitments from the presidents of other institutions within the service area expressing conceptual and, if necessary, practical support for the proposed program.

CEI does not serve the same regions as other institutions, with ISU being in Region 5 and CSI being in Region 4. While our program is modeled after the program at CSI (with their permission) CEI serves radically different markets with differing needs and employment opportunities than other institutions. Although Idaho Falls has a university center served by two other institutions they do not offer an Applied Bachelor's completion program in Idaho Falls. Thus, CEI's proposed operations management degree would meet the current high demand for those with the technical experience provided by an Associate of Applied Science degree and allow seamless transfer without losing credits; specifically, loss of applied credits presents a significant barrier to many place-bound students with relevant experience. Moreover, the needs of employers in Eastern Idaho cannot be negated with a 2.8% unemployment rate in Eastern Idaho (<https://lmi.idaho.gov/regional-info/>) That unprecedented low unemployment presents worker shortages at a time when the need for advanced skills is rising. A path to a local, low-cost degree that values previously attained applied credits and/or relevant work experience in the form of credit for prior learning is needed in Region Six.

Most traditional "academic" bachelor's degrees are not designed to accommodate credits from an applied degree. Moreover, CEI is an evolution of a technical school; as such, many constituents in our region have an applied degree or advanced technical certificate. CEI is fully prepared to examine the extensive and applied work history of learners who don't have a formalized degree and give appropriate credit for that rich experience, with a rigorous faculty-led process to ensure those credits are valid and sound. As mentioned above, this degree is not designed to attract the traditional student. As such, CEI is not competing, specifically, with ISU.

Employment that would result from the technical and durable skills provided by this degree would also be in demand beyond Region Six, such as in Boise with Micron. While the program does duplicate the curriculum offered through CSI, they are in a different region, and Region 6 represents the epicenter of the expected explosive growth in this field. Moreover, a recent survey of students found that 90% would prefer to work on their degrees in Idaho Falls rather than traveling to Pocatello.

4) Collaboration

Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs must be offered through inter-institutional collaboration as described in this policy.

We have communicated with and have permission from CSI to offer this program. The outcomes have changed slightly to meet the local needs of Region Six, but those outcomes remain largely the same. ISU does not have a comparable program at present in Region 6. They do have a Bachelor's completion program through the College of Technology in Pocatello, but the circumstances of many students do not allow them to commute. CEI will continue to seek additional partners for articulations that will allow students to continue their graduate studies upon completion of their undergraduate degree.

CEI has had preliminary conversations with ISU. Ideally, CEI would collaborate with ISU, as our program grows, to offer classes at University Place in Idaho Falls. CEI would also consider joint appointments with faculty from ISU as a point of collaboration. CEI is on a timeline to offer this degree to meet local industry demands, and learner demands, and to better serve our community. This degree could be offered by fall 2024, providing a local, low-cost credential, which has been requested by stakeholders across our region. At this time no other institution is planning to offer an applied baccalaureate that will transfer in applied credits and/or credit for prior learning.

Finally, as has already been stated, this degree is offered locally, in our region, at a low cost. The BAS in Operations Management is simply not available for learners who want a local option and would like their previous experience and credits to move them more quickly to a degree.

5) Resources

The institution must have sufficient resources to develop and deliver the proposed offering.

CEI has the faculty, staff, and local talent to successfully implement this degree. We have a wealth of resources from our relationships with our local communities to deliver a high-quality, unique program. It is not anticipated that we will need extra personnel that cannot be hired locally over the first few years of the program.

While the cost of living in Eastern Idaho has risen it has not reached the levels of many other parts of the state, making it an attractive location for many seeking a more relaxed lifestyle than can be afforded in larger metropolitan areas. As such a rich pool of prospective instructors are moving into the area. Eastern Idaho also benefits from the follow-on effect of hiring at the largest employers, such as INL, the Idaho Cleanup Project, and major hospitals in the area. Also fueling growth in region six: the high level of healthcare, services, and goods easily purchased at the growing retail sector in the area, which serves as an economic hub of Eastern Idaho and a gateway to national parks, national monuments, and state parks. This growth brings a wealth of potential faculty and staff to instruct and administer the degree, as well as more prospective students.

CEI has become extraordinarily efficient over the course of the transition from a technical college to a comprehensive community college. CEI will continue this efficiency as we grow and attract an even greater number of learners, with varying levels of education. The growth of the community and the growth of the college both culminate in CEI having the expertise to deliver this specialized degree. Additionally, CEI has the initial start-up resources and the demand from industry and learners to support a BAS in operations management in Region Six.

Other industries that could benefit from a BAS in operations management are agriculture, hospitality, medical, and retail businesses. As the region continues to grow, the projected need for operations managers in all of these sectors remains high. Additionally, the declining rates of the primary and secondary-age residents that impact much of the country have not manifested in our area; without intentional and strategic foresight, those declines could further exacerbate the lack of management-trained workers in Region Six.

Operations Management, Bachelor of Applied Science

The program is designed for those with an Associates degree in a technical field to continue their studies to complete a Bachelors of Applied Science degree. The program will address the general education requirements of the State Board of Education and add additional curriculum to expand their opportunities for advancement in their careers. This program can only be entered after completing an Associates degree and not for new students without the degree or advanced technical certificate.

Pre-Admission Requirement - **Successful completion of an Associate of Applied Science Degree** for a minimum of 60 credits for acceptance into the program. Students having completed an Advanced Technical Certificate will need to meet all of the requirements to finish their AAS. This includes completion of a minimum of 15 credits of general education coursework.

Post-Admission Requirements include 36 Credits of Program Elective, BSN 115 (3 Credits) and 21 credits of general education coursework (not completed as part of the AAS Degree).

Learning outcomes:

Develop effective communication skills by:

- Being able to clearly and concisely present data in a technical presentation.

- Demonstrating respect for others and constructively managing co-workers and direct reports.

- Committing to the highest standards of integrity and ethics by providing leadership and guidance.

- Demonstrating the ability to work both in groups and independently on work and school projects.

- Articulate an understanding the connections and collaborations between company departments for productive operation.

Develop critical thinking skills by:

- Applying the skills learned in science, math, and field-specific classes to analyze and troubleshoot challenges in industry.

- Summarizing and critically discussing current affairs in industry.

- Managing and applying business related skills to the basic understanding of legal and ethical issues in a business environment.

Develop management knowledge by:

- Demonstrating an understanding of supervisory and management roles and the nature of leadership.

- Identifying and describing human behavior in an organizational setting.

- Interpreting the importance of corrective actions and continuous improvement in order to stay be productive in business.

Pre-Admission Requirement - **Successful completion of an Associate of Applied Science Degree** for a minimum of 60 credits for acceptance into the program. This includes completion of a minimum of 15 credits of general education coursework.

Post-Admission Requirements include 36 Credits of Program Electives*, BSN 215 (3 Credits) and 21 credits of general education coursework (not completed as part of the AAS Degree).

Post-Admission Requirements

<u>BSN 201</u>	Business Communication*	3
<u>ENGL 102</u>	Writing and Rhetoric II* (if not taken previously)	3
<u>GEM 4</u>	Any Gem 4 Science Course with lab	4
<u>GEM 4</u>	Any 2nd Gem 4. Science Course	3 or 4
<u>GEM 3</u>	Any GEM 3 Math Course (if not taken previously)	3
<u>BSN 101</u>	Introduction to Business (or any other similar course)	3
<u>BSN 115</u>	Intro to Information Science (or any other similar course)	3
<u>BSN 216</u>	Business Statistics	3
<u>BSN 217</u>	Advanced Business Statistics	3
<u>BSN 261</u>	Legal Environment of Organizations	3
<u>BSN 320</u>	Operations Project Management	3
<u>BSN 370</u>	Operational Planning & Scheduling	3
<u>BSN 385</u>	Industry Internship Experience	3
<u>BSN 400</u>	Ethical Leadership	3
<u>BSN 410</u>	Cost Analysis & Control	3
<u>BSN 420</u>	Operations & Supply Chain Management	3
<u>BSN 430</u>	Business Law & Human Resources	3
<u>BSN 440</u>	Human Performance Improvement	3
<u>BSN 450</u>	Quality Management	3
<u>BSN 480</u>	Operations Management Projects	3
<u>BSN 201</u>	Business Communication*	3

<u>ENGL 102</u> Writing and Rhetoric II* (if not taken previously)	3
<u>GEM 4</u> Any Gem 4 Science Course with lab	4
Total:	61-62

Total Credit Hours Required for this Major: 121-122

Students having already completed a course in their prior degree will not be required to retake classes already passed successfully, but will be expected to complete a course from the same area as an alternate. To complete the minimum 120 hours required for a Bachelors degree as defined by the Idaho State Board of Education and applicable laws and statutes.

COMM 233

Interpersonal Communication

3 Credits

Communication concepts and skills applied to relationship management: communication process, listening, selfdisclosure, perception, conflict.

ENGL-102 Writing and Rhetoric II (3 Credits)

GEM STAMPED: GEM 1: WRITTEN COMMUNICATION

Provides instruction in critical reading and writing of expository and argumentative prose, including summaries, analysis, and research. The class will emphasize academic inquiry and research as well as explore issues from multiple perspectives. Teaches careful reasoning, argumentation, and rhetorical awareness of purpose, audience, and genre with a focus on critically evaluating, effectively integrating, and properly documenting sources.

Requisites: Complete ENGL 101 and pass with a grade of C- or higher - Must be completed prior to taking this course.

Locations: Idaho Falls Main Campus, Rexburg, Salmon, Id, Online, Idaho Falls, Ammon, Blackfoot, Idaho Digital Learning Academy

Offered: All Sessions

BSN-101 Introduction to Business (3 Credits)

GENERAL EDUCATION ELECTIVE

A survey of business subject areas for both business and non-business students. Topics covered will include business operation and organization, financial management, marketing, accounting, and labor relations. Career exploration will also be covered.

Requisites: None

Locations: Idaho Falls Main Campus, Online, Salmon, Id, Sugar City

Offered: All Sessions

BSN 115 - Introduction to Information Science

General Education Elective

3 Credits

This is a course for students to develop hands-on skills in productivity software typically used in business, and basic business research and business writing. This course includes instruction on standard business formats and applications, research utilizing the Internet and academic databases, and vocabulary associated with computers and information technology.

BSN-201 Business Communication (3 Credits)

GENERAL EDUCATION ELECTIVE

This course introduces organizational communication theory and research and development communication competence in business and professional settings including: verbal and nonverbal communication in professional contexts, communication skills for developing and maintaining professional relationships, identifying cultural differences in the workplace, small group and leadership communication, professional presentations for targeted audiences, and self-assessments of professional communication skills.

Requisites: Complete COMM-101 and pass with a grade of C- or higher - Must be completed prior to taking this course.

Locations: Idaho Falls Main Campus, Online

Offered: Fall/Spring Only

BSN-216 Business Statistics (3 Credits)

GEM STAMPED: GEM 3: MATHEMATICAL WAYS OF KNOWING

Descriptive statistics, probability, confidence intervals, hypothesis testing including one and two sample z/t-tests, chi-square and ANOVA. Emphasis on statistical software to analyze data for business decision making.

Requisites: Complete MATH 108 and pass with grade of C- or higher or Appropriate Placement - Must be completed prior to taking this course.

Complete ENGL-101 and pass with a grade of C- or higher - Must be completed prior to taking this course.

Complete BSN-115 and pass with minimum grade C- - Must be completed prior to taking this course.

Locations: Idaho Falls Main Campus, Online, Salmon, Sugar City

Offered: Fall Only

BSN 217 - Advanced Business Statistics

General Education Elective

3 Credits

Linear and multiple regression, forecasting and statistical process control. Emphasis on use of statistical software; written and oral communication of statistical information in a business setting.

Prerequisites: MATH 108

BSN 261 - Legal Environments of Organizations

General Education Elective

3 Credits

This is a study of the legal environment of business organizations. We will learn about law and ethics, the court systems, trials and resolving disputes, the Constitution, torts, contracts, and employment discrimination.

BSN 320 Operations Project Management

Operations Project Management This course helps develop the competencies and skills needed for planning and controlling projects and understanding interpersonal issues that drive successful project outcomes. This course guides students through the skills and behaviors required to successfully launch and lead projects in a supervisory or managerial role. Program admission required.

Credits 3 Credits

Prerequisite

Instructor Permission Required

BSN 370 Operational Planning

This course examines the design and efficient use of office, production and other spaces, including location, planning, design, and maintenance considerations that will aid supervisors and managers. Program admission required.

Credits 3 Credits

Prerequisite

Instructor Permission Required.

BSN 385 Industry Internship Experience

This course allows the student to apply learning to real-life career possibilities. Students will utilize a current job in industry or a temporary work experience/internship opportunity to advance their knowledge and understanding aided by a real-world working context. Written learning objectives agreed upon by the student, the department, and the employer will be the basis for evaluating, grading and granting of credit. Maybe repeated for up to 6 hours per bachelor's degree. Program admission required.

Credits 3 Credits

Semester Contact Hours 96 (32-hours per credit)

Prerequisite: Instructor Permission Required

BSN 400 Ethical Leadership

This course offers an interdisciplinary approach to leadership ethics that helps promote ethical decision-making and action through skill development, self-assessment, and application exercises. The course also examines what it means to be an effective and caring leader that promotes the common core values of an organization. Program admission required.

Credits 3 Credits

Prerequisite: Instructor Permission Required

BSN 410 Cost Analysis and Control

This course will examine cost analysis and control measures needed for supervisors and managers to make effective planning and control decisions in the workplace. Program admission required.

Credits 3 Credits

Prerequisite: Instructor permission required

BSN 420 Production and Supply Chain Management

This course provides insight into the role of supply chain management, focusing on managing the flow of materials, goods, services, information and cash via the processes, technologies, and facilities that link primary suppliers through to ultimate customers. Program admission required.

Credits 3 Credits

Semester Contact Hours Lecture

Prerequisite

Instructor permission required

BSN 440 Human Performance Management

This course is designed to explore the field of human performance improvement and focuses on the concepts and principles of human performance technology (HPT), human performance technology models, training needs assessment and knowledge management. Program admission required.

Credits 3 Credits

Prerequisite Instructor permission required

BSN 450 Quality Management

The course introduces students to the concepts, tools, and techniques used in Total Quality Management, quality cultures, effective team structures, measurement of quality productivity, and competitiveness in an industrial environment. Program admission required.

Credits 3 Credits

Prerequisite Instructor permission required

BSN 480 Operational Management Projects

Students will pursue projects provided through industry employers and/or created by the student with the guidance and support of the instructor that will aid students in demonstrating supervisory and managerial proficiency in their disciplinary interests. Program admission required.

Credits 3 Credits

Semester Contact Hours Clinical 96 (32-hours per credit)

Prerequisite Instructor permission required

To: Idaho State Board of Education

From:

Re: support for the Operations Management Bachelors of Applied Science

This letter is a letter in support of the request to the Idaho State Board of Education by the College of Eastern Idaho to begin offering an Operations Management Bachelor's of Applied Science. This program would be a needed addition to the curriculum as it fills a need within our Eastern Idaho communities as an avenue for incumbent employees and future employees to obtain additional education in the Idaho Falls area and allow students currently enrolled in Associates of Applied Science programs an avenue to finish the degree and advance in their opportunities requiring additional skills and knowledge and thus reduce much of the current labor shortage in the area.

Signature: Karen Hayes

Organization: 208 Capital Holdings LLC

Position: Chief Operating Officer

To: Idaho State Board of Education

From:

Re: support for the Operations Management Bachelors of Applied Science

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Signature: Erica Floyd

Organization: Farm Bureau Insurance

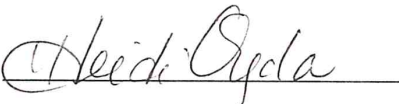
Position: CSR

To: Idaho State Board of Education

From: Heidi Oyola, Director of Human Resources at Idaho Steel Products, Inc.

Re: support for the Operations Management Bachelors of Applied Science

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Signature: 

Organization: Idaho Steel Products, Inc.

Position: Director of Human Resources

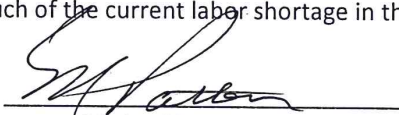
To: Idaho State Board of Education

From:

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Signature:


Michael Patten

Organization:

BBSI

Position:

HR Consultant



1600 South 25th East • Idaho Falls, Idaho 83404-5788 • 208.524.3000 • www.cei.edu

November 16, 2023

To: Idaho State Board of Education

Re: Support for College of Eastern Idaho's two BAS degrees

Dear State Board of Education Members:

As the Chair of the Board of Trustees for College of Eastern Idaho (CEI) I am writing to express our support for these two proposed Applied Bachelor's Degrees (BAS) for our institution. As an elected five-member board, we firmly believe that these two, four-year technical degrees will significantly enhance the capacity of CEI to serve the workforce needs of our community.

I acknowledge the concerns raised by our university partners regarding potential competition between community college-level BAS degrees with these applied bachelor's programs. However, we believe that the proposed BAS degrees at CEI are designed to complement, rather than compete with existing university programs. These degrees are specifically tailored to meet the practical and applied learning needs of individuals seeking career advancement in technical fields.

Our College has received widespread support from local industries for the proposed BAS degrees. This endorsement from local employers underscores the demand for these programs and their potential to address the critical workforce needs of our region.

The Board of Trustees wholeheartedly endorses the proposed Applied Bachelor's Degrees for the College of Eastern Idaho. We are confident these additions to CEI's degree base will enhance workforce development and will contribute to the economic vitality of our region. We urge you to grant your endorsement and acceptance of these BAS degrees.

Sincerely,

A handwritten signature in black ink, appearing to read "Park Price", is written over a light blue circular stamp.

Park Price
Board Chair, College of Eastern Idaho

Boise State University

Comments regarding CEI's BAS in Operations Management proposal

While the revised proposal and revised responses to the five questions in Policy III.Z when a higher education institution proposes “a degree program outside of its traditional offerings” are more complete, there are a few points that need to be clarified as the staff and Board members carefully consider this proposal and others similar to it.

1. Collaboration and Systemness:

Community colleges' offering four-year degrees weakens the *systemness* of public higher education in Idaho. Indeed, it could hurt effective and efficient postsecondary education in Idaho, cannibalizing limited resources available to postsecondary education and duplicating degree offerings in the same region. The collaboration requirement in Policy III.Z states that “ Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs **must be offered** through inter-institutional collaboration as described in this policy.”

Rather than shifting their focus to a four year degree, the State would benefit most from additional focus on the transfer experience from community college to four-year universities. One of the arguments for having baccalaureate degrees at community colleges is eliminating the need and hurdle to transfer, however, [co-admit and co-enrollment](#) options can help eliminate this hurdle and help students transition into four-year institutions. In Idaho, we made substantial progress on collaborating with our co-admit and co-enrollment agreement, signed by all eight institutions as well as our extensive collaborative financial aid agreement. We recognize that much can still be done in collaboration on this front. Admitting and enrolling students in community colleges and universities at the same time, for example, can help with the hurdle of transferring. Moreover, in this specific case, Idaho State University (ISU) has a campus in Idaho Falls where students would not need to travel to another city. Finally, it is mentioned in the proposal that this proposal is time sensitive given the expected high demand for the program; however, Idaho State University reports that it is currently offering much of this curriculum and also has the flexibility to adapt its programming to attend to the needs of CEI students if a collaborative understanding of those students needs could be developed. It is not clear in the responses whether the time sensitivity needs have been discussed or addressed in meetings with ISU regarding this degree program.

Our community colleges are vital partners and provide incredible mission-driven value for students and the state. Our partnership with them, as we work together to improve transfer to our universities and to increase the achievement of associates degree completion through “transfer back,” is critical as well. We seek all opportunities to partner with community colleges that benefit students. A good example of such a partnership and systemness is the 80/40 transfer pathway from CWI into two of Boise State's more flexible degree programs: Bachelor of Applied Science (BAS), and BA in Interdisciplinary Professional Studies. In this pathway,

students can take 80 credits in CWI (or another Idaho community college) and complete their degree program at Boise State after taking 40 upper division credits.

2. Specialization

In the responses, it is mentioned that “This applied degree is designed to utilize an associate of applied science as the foundation for the first two years of the degree. Typically, traditional bachelor’s degrees do not accept applied credits into their programs.” This statement applies to Bachelor of Science (BS) or Bachelor of Arts (BA) degree programs. However, many of our 4-year institutions are offering a variety of Bachelor of Applied Science (BAS) degrees where this statement does not apply. The aforementioned 80/40 transfer pathways into eligible 4-year degree programs from Boise State University is an example of this although many BAS transfers are on 60/60 transfer pathways, which include (up to a limit) applied credits.

COMMENTS FROM IDAHO STATE UNIVERSITY

Idaho State University recognizes that community colleges fill a unique niche in Idaho's higher education landscape and are supportive of their role and mission — including the granting of Bachelors of Applied Science degrees in fields where the career and technical education focus of community colleges positions them in unique ways to provide Bachelors degree level training that is not otherwise available.

Operations Management BAS

However, in the case of the BAS in Operations Management, this is not the case. It is our position that CEI's proposed degree, if approved, would constitute a wasteful duplication of programming resulting in the inefficient use of taxpayer resources — as ISU currently has several different programming options to allow students with an AAS degree to qualify for and obtain the types of operations management positions that CEI's degree seeks to prepare students to secure. In short, there is nothing unique about CEI's proposal that merits the development of this program — including its focus on admitting AAS degree holders into an operations management focused-curriculum, which is something that ISU can and currently does do. We also believe that any market demand for the type of programming CEI is proposing should serve as the catalyst for open and collaborative engagement between both CEI and ISU rather than through wasteful competition. ISU has expressed that it would welcome CEI's collaboration on strengthening ISU's existing pathways for the matriculation of AAS students into Bachelors level business education and reducing potential hurdles to such matriculation. In addition, ISU has expressed to CEI that it is open to discussing a variety of options for inter-institutional collaboration, including co-admitting students, co-teaching Bachelor level curriculum, revenue sharing, and co-program design. While ISU currently feels that its own BAS and traditional Bachelors degrees successfully attend to the needs of the students CEI is seeking to attract into its proposed program, we nevertheless recognize that benefits could be had if both institutions engaged in more robust collaboration related to this type of programming, and have expressed this openness to CEI. This is, in our opinion, the model that the SBOE has asked us to embrace, and we stand ready to do so with any other state institution so inclined.

While the above represents our general concern related to the Operations Management BAS proposal, as well as our preferred solution for navigating the needs of the students that CEI's proposal targets, there are several points of clarification that the Board should be made aware of.

First, the Board set several criteria for the creation of these degrees that in ISU's perspective have not been adequately satisfied. The first of these, related to *Specialization* has been mentioned. According to the Board proposal guidelines for the creation of BAS degrees, "The proposed offering must be based on the unique capability of the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery." The type of operations management curriculum that CEI is developing is not unique to it, or frankly to any institution. Rather, it is a fairly generic business administration/operations management curriculum. Moreover, there is no justifiable "specialized instructional expertise" or "infrastructure" at CEI in place to justify this (with the exception of Dean Chuck Bohleke). In fact, if the proposed budget is any indication, a significant amount of faculty for this program are likely to be adjunct faculty and the program will not be AACSB accredited — as opposed to ISU's AACSB accredited business programs. (As their website attests, "AACSB accreditation is known, worldwide, as the longest-standing, most recognized form of specialized accreditation that an institution and its business programs can earn"). CSI's Operations Management program, focused primarily on operations management in the food processing industry, is a much more compelling example of an offering uniquely tied to the capabilities, expertise, and

infrastructure of an Idaho Community College. Despite their overt similarities, CEI's program is not unique in an analogous way.

Because of the nature of CEI's curriculum and a lack of understanding of the nature of ISU's curriculum and responsibilities, the Board's second criteria, *Non-Competitiveness*, cannot be met. The Board's requirement is that "the proposed offering must be non-competitive with other institutions' offerings within the identified service area (whether regional or statewide) and supported by other institutions within the service area." CEI's proposal states that CEI does not serve the same regions as other institutions indicating that ISU serves Region V while CSI serves Region IV. This is only true for CTE and/or community college offerings. The proposal fails to understand that ISU's mission related to undergraduate education extends throughout regions IV, V, and VI for graduate, undergraduate, and applied baccalaureate needs. The proposal also suggests the markets are radically different with unique needs and employment opportunities. According to REDI, our markets are the same from the Southern border (Utah) to its northern border (Montana) along the I-15 corridor with INL being one of our biggest employers in the region. We have the same constituents, the same industry partners, and the same population to serve, especially in Idaho Falls. Moreover, the proposal states that ISU does not offer a BAS in Idaho Falls. ISU has offered a BAS since the late 1980's and BAS majors have enrolled in business classes on the Idaho Falls campus to complete the degree. The majority of ISU's BAS majors take upper division credits, similar to the courses in the CEI proposal, to complete the BAS without "losing credits." The ISU BAS is a true 2 + 2 pathway that uses credits earned from the BAS and stack on the remaining general education courses plus 36 upper division credits. Most students completing the BAS at ISU are working in their field while earning their degree and can do it at their own pace. Therefore, the statement that "ISU does not have a comparable program in Region VI" is incorrect. ISU has broad experience in offering BAS degrees to recipients of "applied degrees." The CEI proposal is based on the argument that this type of degree does not exist and explicitly states that CEI is not competing with ISU since this type of degree does not exist. It does, and if the appetite for meaningful collaboration exists, we can look at delivery models to increase accessibility to students through a variety of ways — online courses, hybrid courses or additional in-person course offerings in Idaho Falls.

The third criteria, already alluded to but in this case meriting additional comment, is *Collaboration*. Specifically, the Board asked that "alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions." High-demand programs must be offered through inter-institutional collaboration as described in this policy. Regrettably, CEI did not initiate any conversations with ISU to discuss collaboration, nor do we have any evidence that alternative approaches to meeting the demand were considered. In addition to the pathways mentioned above (either BAS or traditional bachelors related to business), ISU also has a certificate in Project Management which includes curriculum in Operations and Supply Chain Management, Project Management, and Productivity and Quality Management open to anyone with a high school degree and having taken business statistics. We will also have a certificate in Supply Chain Management on the books as of Fall 2024 with courses in operations/supply chain management, purchasing, and logistics. We would be happy and able to create a two plus two agreement and degree program in Operations or Supply Chain Management with CEI using these courses as a foundation for that degree.

Of final note related to the CEI BAS in Operations Management Proposal, it appears that the curriculum only requires 30 upper-division credits, but the standard of 36 upper-division credits

to earn the bachelor's degree tends to be expected by most accreditors. This may be an issue worth consideration as it relates to the degree structure.

Lewis-Clark State College

Responses

CEI: BAS Operations Management (**oppose**) creates duplication, lack of system-ness, unnecessary competition. LC State, ISU, and BSU already offer BAS options that have direct pathways. In our opinion, CEI should work with ISU to ensure a solid pathway for students who seek such a degree. The 4 year business programs have significantly higher costs with accreditation fees and standards which impacts 4 year institutions competitiveness, strictly on price point. A student may get confused between the difference (BS vs BAS) assuming they are the same, of which they are not.

CEI: BAS Digital Forensics and Analytics (**we support this regional specific necessary degree**)

CWI: BAS Business Administration (**oppose**) creates duplication, lack of system-ness, unnecessary competition. LC State, ISU, and BSU already offer BAS options that have direct pathways. In our opinion, CWI should work with BSU to ensure a solid pathway for students who seek such a degree. The 4 year business programs have significantly higher costs with accreditation fees and standards which impacts 4 year institutions competitiveness, strictly on price point. A student may get confused between the difference (BS vs BAS) assuming they are the same, of which they are not.



Response to Proposed Bachelor of Applied Science in Operations Management

Proposed by the College of Eastern Idaho. Response Submitted by the University of Idaho. Revised November 3, 2023.

With this response, the University of Idaho (UI) is submitting comments on the College of Eastern Idaho's (CEI's) proposed Bachelor of Applied Science in Operations Management (BAS Operations Management). Our comments are revised per CEI's responses and additional information provided in reply to earlier comments from other institutions, including UI. While CEI's service region overlaps with Idaho State University's and not with UI's, we still wish to express concerns about whether the proposal adequately addresses SBOE Policy III.Z's criteria for baccalaureate degrees at community colleges. The comments below address three of the five criteria outlined in III.Z.

Criterion	CEI Response	UI Concern
Specialization	The proposal does not make claims about "unique capability at the institution" in terms of operations management expertise, as required by III.Z.	The operations management degree is not a particular specialization for CEI as distinct from offerings of the three four-year institutions with statewide reach: <ul style="list-style-type: none">• ISU – BBA Management, with Operations Management Emphasis• Boise State – course in operations management• UI – BS Operations and Supply Chain Management.
Non-Competitiveness	CEI's October 10 th , 2023, comments acknowledge ISU's relevant degree programs but contend that ISU lacks the mechanisms to honor credits earned by applied associate's degree holders.	During the November 2 nd , 2023, Council of Academic Affairs and Programs (CAAP) meeting, ISU emphasized that it does have mechanisms and intent to honor credits earned by applied associate's degree holders.
Collaboration	CEI's October 10 th , 2023, comments note ongoing conversations with ISU and UI on collaboration in other degree pathways.	During the November 2 nd , 2023, CAAP meeting, ISU emphasized its interest in collaboration. UI hopes that CEI will collaborate with each four-year institution when collaboration could benefit students. We also hope that SBOE will encourage such collaborations.



1600 South 25th East • Idaho Falls, Idaho 83404-5788 • 208.524.3000 • www.cei.edu

October 10, 2023

CEI provides this statement as a response to ISU's, UI's, and BSU's written concerns about our proposed BAS degrees (Operations Management, Cyber Digital Forensics & Analytics).

Introduction

According to the January 2023 Hechinger Report four out of five community college students say they plan to transfer to a university to complete their degree. However, according to the same report, in reality only one in six transfers. Research demonstrates that learners become lost "in a process for which...universities often offer little guidance, causing students to waste time and money earning credits that don't count toward a bachelor's degree."

Research also shows that little has been done to remedy this mounting problem. According to John Fink, senior research associate at the Community College Research Center at Teachers College, Columbia University, "We screw transfer students, and we especially screw the ones that don't have access to the social and educational capital they need to navigate" the complicated process. Many of CEI's students have the reduced social and educational capital spoken about by Fink. Moreover, recent findings by a post-secondary consulting firm, HCM, suggest that "Such dismal outcomes and rife inefficiency should be a wake-up call to us all."

Offering bachelor's degrees at community colleges is not a novel concept. The American Association of Community Colleges notes that "more than 20,000 students earned bachelor's degrees from community colleges in 2019. Compared to their four-year college counterparts, these students are far more likely to be first-generation college-goers and come from low-income households." The opportunity to complete a four-year degree at College of Eastern Idaho, which has flexibility and low cost inherent in the degree, provides an as-of-now, non-existent conduit for learners in Idaho Falls (Presently there are 24 states that have some form of bachelor's degree offered in their states).

Furthermore, the Governor expects the go-on rate from high school to college to rise from the present 42% to 60% with the onset of the Launch program starting in 2024. No single institution has the current capacity to meet that demand to produce the highly skilled workers the state needs to maintain economic viability in the future.

Regarding Specialization Concerns

The learners CEI intends to serve with these BAS degrees are not the target audience for the four-year institutions. In fact, since the inception of CEI in 2017, there have been approximately 8,000 constituents with some college and no degree in Bonneville County. As this number is roughly the same as six years ago, these potential learners have not

enrolled in a four-year institution to complete their degree. From surveys CEI has conducted, these stakeholders indicate they need evening classes, with face-to-face options, and that they prefer a faculty member in the classroom, as opposed to distance-ed options. In short, learners from low-income backgrounds, with access to fewer resources, who need flexible face-to-face offerings have largely been unserved by the four-year institutions in Idaho Falls. The two proposed CEI BAS degrees represent a viable, specialized, and relevant solution for these learners.

Of note, College of Eastern Idaho holds the same National Security Agency Center of Academic Excellence as the Idaho Universities in cyber security. This designation ensures the depth of instruction for the Cyber Forensics BAS will be of the highest quality due to this external accreditation.

CEI has diligently worked with industry partners to understand their needs for skilled workers at all levels. Basic American Foods, Elevation Labs, Idaho Falls & Bonneville County Police & Fire Services, INL, the Sheriff's office, the FBI, and more have all expressed their support for these industry-relevant and specific BAS degrees. Currently, no niche degree offering exists in either cyber forensics or operations management in Idaho Falls that addresses the needs of these employers. The learners leaving CEI with the skills these BAS degrees provide would find living-wage jobs, while simultaneously filling the demand of local employers. It's a win-win-win for learners, industry, and the community.

Non-Competitiveness Concerns

CEI learners desire degree offerings in Idaho Falls, with flexibly scheduled classes, and with broader options than online or distance education. Both BAS degrees will be offered face-to-face, in the evening. Eventually, as the demand grows, the offerings will also be provided online, with real-time faculty support when needed. While some of the classes proposed in these degrees are currently offered by distance-ed or online by four-year institutions, as mentioned above, the learners CEI seeks to serve have expressed interest in evening, face-to-face classes. Moreover, most bachelor completion programs offered online by the Idaho four-year institutions are for learners who hold an associate degree, not an applied associate degree. BSU does accept applied associate degree holders into their cyber-applied bachelor's program, but only in an online format for those learners who wish to stay in Idaho Falls. CEI contends that learners in our region should have face-to-face, evening options. Also, CEI's proposed degrees will be at a significantly lower price point than the four-year institutions' tuition. Both degrees are practitioners' degrees, not the traditional academic, theoretical degree. Thus, CEI is not competing with any four-year institution in Idaho Falls, as these industry-specific degrees remain unavailable to learners in our region.

Collaboration Concerns

CEI welcomes collaboration with all four-year institutions and has been an excellent partner. At a time when space on the CEI campus is in short supply, we provide an office in a well-trafficked student building for UI, ISU, LCSC, and other institutions to have their advisors work with CEI students about all things transfer.

I personally have been involved in many discussions over the past six years about collaboration opportunities with Idaho State University (ISU) and have asked for degree completions in Idaho Falls. Unfortunately, the lack of action in moving forward with bringing face-to-face degree completions to Idaho Falls has been one driving force for CEI to create these degrees. Further, CEI has welcomed collaboration, specifically in a nursing pathway, but ISU has yet to create that pathway to bachelor's completion for our AAS nursing students. Also, CEI has held discussions with ISU about moving their BAS in Cyber Physical Systems Engineering Technology to the Idaho Falls location, but after several years of discussions, there has been no progress in that collaboration. CEI invites the sharing of faculty, space, and revenue in Idaho Falls in both proposed BAS degrees with any four-year institution willing to partner. We have had ongoing conversations with stakeholders from ISU and UI about collaboration in other degree pathways that will provide more degree completion opportunities in Idaho Falls.

Resource Concerns

Several universities expressed concern that the Operations Management degree would not be AACSB accredited. This degree does not need AACSB-accredited faculty or programming, hence the applied nature of the degree. Given the applied nature of this degree, adjunct faculty working in the field are a benefit. This is not a business degree, but a technical supervision degree aimed at practitioners who wish to move into supervisory roles without starting over as a freshman. Further, ISU's BAS is also not AACSB accredited and not taught by AACSB faculty.

The reality is that very few employers seek someone with the credentials from an AACSB-accredited institution. Most positions that require AACSB credentialing are in higher education as faculty at research universities and not in business and industry. The need we hope to fill is to allow local community members to obtain a degree that helps them advance in employment, thereby obtaining a higher quality of life. Region six as designated by the SBOE contains two ALICE counties with a substantial proportion of the populace making less than the federal poverty designation. Both of CEI's proposed BAS degrees would target this population.

It was suggested that CEI did not understand ISU's curriculum and regional responsibilities. CEI fully understands ISU's curriculum and responsibilities. However, ISU has no conduit by which to transfer AAS credits into their BBS or BS Business degree at this time. Further, the classes that are available in Idaho Falls in these degree pathways are either online or distance learning. As already mentioned, CEI proposes to offer classes in both degrees face-to-face and in the evening.

CEI will transfer any AAS credits into these BAS degrees. Also, CEI will consider credit for prior learning as credits toward degree completion, where appropriate, and with qualified faculty providing the measure for that credit. Thus, students with an AAS or with industry-relevant experience will not be required to start over on their way to a bachelor's degree. CEI is working with the Education Design Lab to create micro-credentials in concert with business and industry. CEI is considering how these stackable credentials feed directly into the proposed BAS degrees.

CEI has started a taskforce to contemplate four-week terms and competency-based education. When CEI implements these practices, BAS learners will have more term-start-dates, which provides an even timelier path to a degree. Also, CEI has a number of qualified faculty on campus to teach classes in both BAS degree pathways. Where additional faculty are needed, CEI intends to hire industry experts and in some instances, these industry experts are provided free of charge. Industry partners use this “donated time” as professional development for their employees. We are also working with an industry partner to utilize portions of their curriculum for the operations management degree. This curriculum has “simternships” embedded in their materials and augments didactic learning with hands-on training in real time.

CEI is responsible to serve industry in our region and that is exactly what these degrees will do. Of note, The World Economic Forum estimates that 42% of jobs are expected to require different skills by 2024 and over one billion workers will need to be reskilled by 2030. CEI intends to be an integral part of helping workers in region six obtain those new skills. CEI can provide these industry-specific degrees at a much lower price point than university tuition. Additionally, and perhaps most importantly, it is the directive of CEI’s locally elected five-member board of trustees that CEI offer these degrees which are strategic to CEI’s future.

Conclusion

CEI has tremendous respect for our university colleagues and friends. We understand that community colleges offering applied baccalaureate degrees represents a significant education evolution in the state. However, community colleges in 24 states currently offer these degrees with great success for learners. Jeremy Wright-Kim, an education professor at Fairleigh Dickinson University and researcher on community college baccalaureate programs stated that if community college baccalaureates represent a “more financially, geographically accessible four-year credential, that is not mission creep...It's just an evolution of [community colleges] foundational commitment to community needs.” Also, Wright-Kim’s research demonstrates that in most instances, students who enroll in a community college bachelor’s degree are never going to attend a university.

CEI has created two specific applied baccalaureate degrees in concert with industry and our community. There is demand from learners in our region for bachelor-degree completions that value prior learning experience and transfer applied credits into bachelor-level degrees. Learners have requested face-to-face, in-person, and evening options, which CEI can accommodate. These degrees are squarely within CEI’s mission, as well as the State Board of Education’s mission.

- Specialization – AACSB guidelines standard 6 specifies that no more than half of the program requirements may be met through transfer. All three transfer institutions are AACSB accredited therefore forcing students to take additional credits at the institution. A course in Operations Management at BSU hardly constitutes a program.
- Non-competitiveness -While an assertion from ISU about taking applied credits into their academic business bachelor's degree is perhaps comforting, it does not equal to true transferability. Most likely, if applied credits were taken into the academic bachelor's degree, they would end up in the elective bucket and not as major credits. Again, rule six of AACSB accreditation precludes starting as a junior without retaking classes. The one program that would take applied credits into the major portion of the degree at ISU is through the College of Technology. It also requires classes that meet in Pocatello or by tele-course to the ISU facilities at University Place in Idaho Falls. These programs are intended for full-time students and not for working adults.
- Collaboration – CEI fully intends to collaborate. as we already have, to meet with all of the state institutions. We met fairly regularly with department personnel from ISU. We also have met with personnel from BSU and U of I. Admittedly, these discussions sometimes rise to the level of Provosts and School Deans.

COLLEGE OF WESTERN IDAHO

SUBJECT

Bachelor of Applied Science in Business Administration

APPLICABLE STATUTE, RULE, OR POLICY

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

Idaho Code § 33-107(8) and Idaho Code § 33-2107A

BACKGROUND/DISCUSSION

College of Western Idaho (CWI) proposes to launch its inaugural Bachelor of Applied Science (BAS) degree in Business Administration. The program is designed to meet the needs of currently underserved students and increase the number of Idahoans with a bachelor's degree (currently less than 30% of Idahoans over the age of 25 hold a bachelor's degree). By creating a new pathway for adult learners in the Treasure Valley who do not fit the traditional mode of college student and by building a flexible, multi-modality bachelor's program that incorporates Career Technical Education (CTE) courses into the curriculum, we can provide an affordable pathway for Idaho's workforce to gain needed skills to advance in their careers. The target audience for this degree may not have the needed GPA or ACT scores to enter a more academically competitive program. Students will enjoy online programs with multiple entry points, but with a local presence to provide additional support and face-to-face options.

Research demonstrates that adult learners, particularly first-generation students, are primarily concerned with cost and with academic support as they consider returning to school. CWI's teams of dedicated advisors, coaches, tutors, and qualified faculty are ready and capable of guiding such adult learners through a bachelor's degree that will enable them to advance in their jobs and support their families.

Idaho's workforce would also benefit from additional skills and training to advance our state's economy. This program is aligned with in-demand jobs. By offering an affordable, accessible, flexible pathway to complete a BAS degree, CWI can support local businesses and corporations who need workers trained not only in technical skills, but also in the 'softer' skills of business and customer service. This program has the support of local businesses and corporations and CWI's locally elected Board of Trustees.

In 2022, the Board adopted amendments to Policy III.Z. to include five specific criteria for evaluating proposed baccalaureate degrees by the community colleges:

- "Demand: Proposed offerings must be to meet an urgent, local need based on where students who complete the offering will be employed rather than

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on where the students reside. The demand for the proposed offering needs to be clear, urgent, and compelling, as evidenced through data and industry input. Commitments of practical support (e.g. funding, internships, etc.) from industry stakeholders constitutes evidence of demand.

- “Specialization: The proposed offering must be based on the unique capability at the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery.
- “Non-competitiveness: The proposed offering must be non-competitive with other institutions’ offerings within the identified service area (whether regional or statewide) and supported by other institutions within the service area. The Executive Director or designee may request written commitments from the presidents of other institutions within the service area expressing conceptual and, if necessary, practical support for the proposed program.
- “Collaboration: Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs must be offered through inter-institutional collaboration as described in this policy.
- Resources: The institution must have sufficient resources to develop and deliver the proposed offering.”

IMPACT

By supporting a low-cost bachelor's degree at CWI, the State Board of Education will be serving the needs of Idaho businesses and students, especially currently underserved community college graduates who would benefit significantly from a highly affordable opportunity to advance their education.

The proposed program will utilize existing space; however, will need to expand library resources for student access to journals, magazines, and newspapers for upper-level research in Business topics. CWI will also need to expand their tutoring services to provide sufficient student support. The program will require investment in one to two new full-time faculty in the areas of business administration, human resources, and/or organizational leadership; program director, six adjunct faculty, and a dedicated advisor. As provided in the proposal, CWI Board of Trustees is providing discretionary funds to initiate the program. CWI has developed a five-year ROI plan to demonstrate enrollments, attrition, revenue and expenses for the roll-out of the program. Total financial impact ranges from \$326,415 - \$597,112 in on-going funds and \$3,000-\$533,000 of one-time funding over a four-year period.

ATTACHMENTS

Attachment 1 – Business Administration BAS Proposal

Attachment 2 – Institution Responses for Business Administration Proposal

BOARD STAFF COMMENTS AND RECOMMENDATIONS

CWI has identified a need in Region III for an applied baccalaureate degree in Business Administration. This program aims to serve non-traditional students and

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working adults who currently hold an academic associate or associate of applied science degree that will provide opportunities to upgrade or enhance their skills and credentials with less time and financial investment. This program builds on existing academic and CTE programs in Bookkeeping and Accounting, Marketing, and Administrative Specialization programs at CWI. This includes opportunities to earn credit for prior learning for any of the required courses except for one, which is a seminar. The proposed program will be offered 60% online, 20% face-to-face and 20% hybrid.

The proposed applied baccalaureate degree in Business Administration is consistent with CWI's Three-Year Plan for implementation Fall 2025. Currently no institution has the statewide program responsibility for applied baccalaureate programs in Business or Business Administration. Each institution has a service region program responsibility consistent with Board Policy III.Z to assess and ensure the delivery of all educational programs and services necessary to meet the educational workforce needs within its assigned service region. Staff notes that in 2018, Board Policy III.Z was amended to include community colleges in the Academic Service Regions to serve alongside the four-year institutions in sharing responsibility for meeting undergraduate program needs. Consistent with Board Policy III.Z, CWI and Boise State University are designated to serve undergraduate education needs in Region III to include applied baccalaureate degree programs.

Currently, all four-year public postsecondary institutions offer an academic baccalaureate degree in Business or Business Administration as follows:

Insti.	Title	CIP Code	Award	Locations	Regional/ Statewide	Delivery Methods
BSU	Business Administration	52.0101	BBA	Boise	Regional	face-to-face
BSU	Bachelor of Applied Science	30.9999	BAS	Boise	Regional	Face-to-face
BSU	Bachelor of Applied Science	30.9999	BAS	Online	Regional	Online
BSU	Cyber Operations	43.0404	BAS	Online	Regional	Online
ISU	General Business	52.0101	BBA	Idaho Falls, Pocatello	Regional	face-to-face
ISU	General Business (Online)	52.0101	BBA	Online	Regional	Online Web/video
ISU	General Business: Online Degree Completion	52.0101	BS	Online	Regional	Online
LCSC	Business Administration	52.0201	BA/BS	Lewiston	Regional	face-to-face
UI	Business Administration	52.0305	B.B.A.	Online	Regional	Online

Boise State University offers an online and in-person/hybrid Bachelor of Applied Science that provides students with CTE credits and flexible options. Students in the program may select from several business and management certificates or minor options. Additionally, Boise State's BAS degree program also provides a pathway for students with an Intermediate Technical Certificate and Advanced Technical Certificate that qualifies students for admission.

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The proposed CWI program projects 25 initial enrollments in year one, reaching 150 enrollments by years four and five and graduating 75 students by year four. These numbers are based on a 25-student cohort model. CWI estimates a minimum of 25 enrollments per cohort to maintain program sustainability. If those minimums are not met within three years, the program will be evaluated for improvement or discontinuation.

In 2022, the Board approved amendments to Board Policy III.Z to include a set of minimum criteria by which the Board will evaluate proposals by the universities to offer new associate degrees and proposals by the community colleges to offer baccalaureate degrees. The program's responses are included with the proposal for the Board's review and consideration.

The proposal completed the program review process and was shared with the Council on Academic Affairs and Programs on November 2, 2023 and with the Committee on Instruction, Research, and Student Affairs on November 30, 2023.

Boise State University, University of Idaho, and Lewis-Clark State College have articulated concerns and observations regarding the proposed program's alignment with the Board's criteria for baccalaureate degree offerings by community colleges set forth in Board Policy III.Z (Attachment 2). Specifically, these institutions have raised concerns about duplication of existing programs, lack of demand for proposed program, collaboration, specialization of degree, and unnecessary competition. CWI updated their proposal to provide responses to some of those observations after initial submission but did not provide separate responses to concerns that were raised.

The Board should carefully consider the concerns and observations raised by the other institutions. Staff recommends the Board also consider the workforce needs identified in the proposal and capacity to offer the proposed program in Region III and determine whether it can be met through CWI or if the existing pathways offered by the other four-year institutions currently meet industry and student demand. The Board must also consider whether the proposal meets the criteria in Board policy for approving proposed baccalaureate programs at the community college level. If the Board determines the proposal does not meet these criteria but desires to approve the program anyway, then the Board must first waive this portion of policy.

BOARD ACTION

I move to approve the request by the College of Western Idaho to offer a Bachelor of Applied Science in Business Administration as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**Idaho State
Board of Education**

Institutional Tracking No. Revised 11/17/2023/ps

FULL PROPOSAL FORM

Academic Degree and Certificate Program

Date of Proposal Submission:	09/15/2023			
Institution Submitting Proposal:	College of Western Idaho			
Name of College, School, or Division:	School of Social Sciences and Public Affairs			
Name of Department(s) or Area(s):	Business			
Official Name of the Program:	Business Administration			
Implementation Date:	Fall 2024			
Degree Information:	Degree Level: Bachelors		Degree Type: Applied Science	
CIP code (consult IR /Registrar):	52.0201 – Business Administration and Management, General			
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	Face-to-face: 20%; Hybrid: 20%; Online: 60%			
Geographical Delivery:	Location(s)	Boise, Nampa, and/or online	Region(s)	III
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)	Self-Support fee		Professional Fee	Online Program Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)	Regional Program Responsibility		Statewide Program Responsibility	

Proposed Action

- ☒ **New program offering**
- ☒ Undergraduate program
 - ☐ Graduate program
 - ☐ Undergraduate certificate (30 credits or more)
 - ☐ Graduate certificate (30 credits or more)

☐ **New branch campus or change in location**

Christina K Smerick

Digitally signed by Christina K Smerick
Date: 2023.09.27 09:01:23 -06'00'

☐ **Modification of Existing Academic Programs**

- ☐ Converting one program option to a stand-alone program
- ☐ Consolidating two or more undergraduate programs into one
- ☐ Consolidating two or more graduate programs into one
- ☐ Splitting an existing program into two or more programs
- ☐ Program expansion outside an institution's Designated Service Region as defined in Board Policy III.Z.
- ☐ Adding certificate or degrees to existing programs

College Dean

Date

Vice President for Research (as applicable)

Date

Graduate Dean/other (as applicable)

Date

Academic Affairs Program Manager, OSBE

Date

FVP/Chief Fiscal Officer

Date

Chief Financial Officer, OSBE

Date

Provost/VP for Instruction

Date

Chief Academic Officer, OSBE

Date

President

Date

SBOE/Executive Director or Designee Approval

Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

- 1. Describe the request and give an overview of the changes that will result.** What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

Our intent with this proposal is to institute the inaugural Bachelor of Applied Science (BAS) degree in Business Administration at the College of Western Idaho. This transformative initiative will expand upon the foundational knowledge imparted by our Associate of Arts (AA) in Business degree, integrating practical components from our Associate of Applied Science (AAS) in Career Technical Education (CTE) for Bookkeeping and Accounting, Marketing, and Administrative Specialist programs.

Policy III.Z.2.b.iv – 3) Non-Competitiveness: *This academic venture reflects our commitment to substantive change—a change that encompasses a new pathway not available in existing educational offerings and designed to match evolving industry standards and workforce demands. The distinction between a BAS and a Bachelor of Business Administration (BBA) is critical. Our BAS program focuses on those who wish to blend their vocational skills with theoretical business knowledge, a niche not currently addressed by existing programs. Thereby, we ensure all students can find a path that meets their needs. CWI aims to fill an existing gap in the market, not to overshadow or compete with our partner 4-year institutions' programs.*

The meaningful differences between CWI's BAS and programs that already exist are 1) the target market, 2) the cost of the degree, and 3) the flexibility for the student.

Our 4-year partners are esteemed AACSB-accredited research institutions seeking tomorrow's leaders for their excellent programs; CWI is looking to "give a leg up" to working professionals who don't fit the traditional college student mold and are not looking for an Executive MBA. In any undertaking, cost is always a significant factor. CWI can offer our niche target market a pathway that will provide them with a possibly heretofore denied financial prize—an increased salary—because they lacked a degree. Our ACBSP accreditation, which we can apply for after running the program for two years, focuses on teaching excellence and practical instruction, not research, and is thus especially suited to our niche market student.

Policy III.Z.2.b.iv – 2) Specialization: *Finally, CWI is very flexible in its course offerings, instruction modalities, and can be more adaptable regarding things like graduation rates that our 4-year partners must focus on; frequently, the strong labor market entices our niche students to improve their work situations before they can "complete." However, it's important to consider the broader context. Community colleges, including CWI, often serve non-traditional students, part-time students, working adults, and those with family commitments which can extend their time to graduation. These factors can significantly impact completion rates.*

The process for ratifying this program adheres to CWI's stringent policies regarding curricular amendments and new program development, which mandate a rigorous faculty approval process through the Curriculum Committee. The BAS program's inception began with a comprehensive internal review led by Dr. Liza Long, Ph.D. in Organizational Leadership. Subsequent course development was spearheaded by Richard Sotto, MBA, Chair of the Business Department, in collaboration with our business faculty, all of whom hold master's level degrees or higher in their respective fields.

Prior to presentation for committee review, an exhaustive development phase ensured that the proposed courses and the program structure met our institution's high standards for academic excellence. The Curriculum Committee then undertook a thorough examination and robust debate of the program, which

culminated in its approval in September following a constructive and meticulous evaluation.

For detailed information about the composition, charter, and procedural framework of the CWI Curriculum Committee, please contact CWI Provost, Denise Aberle-Cannata.

2. **Need for the Program.** Describe evidence of the student, regional, and statewide needs that will be addressed by this proposal to include student clientele to be served and address the ways in which the proposed program will meet those needs.

- a. **Workforce and economic need:** Provide verification of state workforce needs that will be met by this program. Include job titles and cite the data source. Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

Policy III.Z.2.b.iv – 1) Demand: *The CWI BAS program is designed in response to verified workforce needs in Idaho, as substantiated by robust labor market data. It specifically addresses the demand for sales manager positions, which are expected to grow by 28% over the next decade and have a low risk of automation. Similarly, the program will positively impact account manager positions, which are projected to grow by 9%. These job titles, critical to the state's economy, have the support of data from Burning Glass.*

The program's alignment with high-demand jobs is a strategic response to current workforce gaps and an investment in Idaho's economic future. By fostering an educated workforce, the program aims to energize the state's economy by advancing fields such as technology, healthcare, education, agriculture, and energy. Graduates are poised to contribute to business innovation and competitiveness, even potentially catalyzing the creation of new job titles and sectors. CWI's BAS emphasis on vocational and practical skills is expected to have immediate business applications, bolstering Idaho's economic resilience and growth. This symbiotic relationship between vocational education and economic development marks the BAS program as a vital catalyst for the state's prosperity.

*In "How they Pay: The Voices of Adult Learners on College Affordability, and How Institutions Are Responding;" CAEL, 2023, it is noted that almost half (49%) of adult learners rely on **3 or more funding sources**. The average loan debt of surveyed adult learners is \$20,576. Pell Grant recipients whose awards cover less than half of their expenses have an average loan debt of \$28,629. 49% of CWI students are Pell Grant recipients.*

In alignment with Idaho Launch, this program aligns with CIP/SOC codes pertaining to high-demands jobs in our state.

- b. **Student demand.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Provide evidence of student demand/ interest from inside and outside of the institution.

Policy III.Z.2.b.iv – 1) Demand: *The primary source of students for the BAS program is expected to be CWI's existing CTE graduates, working adults, and first-generation college students seeking to advance their careers without the disruption of transferring to a four-year institution or who's current ACT/SAT scores may not facilitate admission to some 4-year institutions. Evidence of demand comes from the observed preferences of Idaho students for low-cost, flexible, and accessible educational offerings. CWI's own market analysis aligns with these preferences, as does the strong desire for online programs with various entry points throughout the year, as evidenced by the policy brief from the Education Commission of the States (ECS).*

Only 30.7% of adults over the age of 25 in Idaho have bachelor's degrees. CWI is poised to reach a market that is underserved by four-year institutions: workers who need higher education to advance in the workplace. Many CWI CTE graduates have the training for gainful employment but lack the soft skills for advancement into management roles in their workplace. As many are first-generation college students and working adults, they are most comfortable remaining in an educational system they are already familiar with. Having a baccalaureate option at the community college level also eliminates the need to transfer. Nationally, community college students lose an average of 37% of their earned credits in the process of transferring to another institution. [Source: Education Commission of the States (ECS). Policy Brief, 2020, <https://www.ecs.org/wp-content/uploads/Community-College-Bachelors-Degrees.pdf>]

According to the American Association of Community Colleges, compared to their four-year college counterparts, community college bachelor's degree students are far more likely to be first-generation college goers and come from low-income households and underrepresented racial and ethnic backgrounds. (Source: <https://www.bestcolleges.com/news/analysis/2022/01/13/earning-your-bachelors-degree-community-college/>)

The design of CWI's BAS program, offering both online and face-to-face options, maximizes choice and accessibility, thereby appealing our target student market. This flexibility, coupled with the economic benefits of a local degree completion option, is expected to resonate strongly with the institution's current student body and the wider community of potential working professionals looking to elevate their socio-economic status through higher education. The program is thus not only in alignment with but is a direct response to the articulated needs and preferences of our student community.

Policy III.Z.2.b.iv – 2) Specialization: Overwhelmingly, Idaho students want a low-cost, flexible, online program with several entry points throughout the year. CWI specifically designed the courses for this degree to be offered in an 8-week online format, which will allow students to complete courses on a part-time basis with near-full-time results (12 credits per traditional semester). However, we will also offer a face-to-face option to maximize choice for students.

- c. **Societal Need:** Describe additional societal benefits and cultural benefits of the program.

Policy III.Z.2.b.iv – 2) Specialization: Due to CWI's affordability and commitment to serving all students, Idaho citizens who may not have considered continuing their education due to cost, time, and anxiety will have the opportunity to continue their education to a baccalaureate degree with the excellent support structures CWI provides our students. Most CWI students are first generation students who chose a community college because of the cost, flexibility, program offerings that are focused career readiness, and the students' academic preparedness. Additionally, 49% of CWI students receive Pell Grants (for comparison, only 21% of Boise State University students are Pell Grant recipients) [source: USED IPEDS data]. Our students are not able to afford a traditional 4-year degree program. Idaho is behind other states in terms of having a highly skilled, educated work force, and providing more avenues for Idahoans to complete their bachelor's degree strengthens the state.

3. Program Prioritization

Is the proposed new program a result of program prioritization?

Yes _____ No x _____

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

4. Credit for Prior Learning

Indicate from the various crosswalks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'.

CWI offers at least one PLA opportunity for most of our courses. While this degree is not meant to center PLA, students would have the opportunity to earn PLA credit for any of the required courses except BUSA 490. PLAs are determined in a variety of ways, but most use a challenge exam. Because CWI offers CTE courses, we are well-poised to give PLA credit where it is due for a wider range of courses than a traditional BA in Business.

5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

The following measures underscore CWI's dedication to providing a cost-effective pathway to higher education, addressing both the immediate financial concerns of its students and the broader economic imperative to cultivate a skilled workforce in Idaho. These efforts will meet the evolving needs of our community and the challenges of the contemporary job market.

The College of Western Idaho (CWI) has employed a multifaceted approach to maximize the affordability of its BAS degree program, ensuring it remains within reach for students from all economic backgrounds. CWI's strategic initiatives include the adoption of Open Educational Resources (OER), significantly reducing or eliminating the cost of textbooks. This commitment to OER is bolstered by a partnership with McGraw-Hill, offering a comprehensive textbook bundle for a nominal fee of \$300, substantially less than the cost of traditional college textbooks.

CWI's bachelor's degree program's intent is, in part, to provide local employers the opportunity to promote from within. CWI's bachelor's degree is being designed to appeal to CTE graduates and provide them with a pathway designed for their individual needs for less than \$20,000

CWI's BAS degree program will capitalize on the efficiency of online delivery methods and compressed 8-week rotations, allowing students to accelerate their education while managing work and personal responsibilities. This scheduling flexibility is particularly beneficial to non-traditional students, such as working adults and parents, who constitute a significant portion of the student body and our target market.

In terms of tuition, CWI has set rates that are highly competitive:

*The in-district Idaho resident tuition rate is \$139 per credit hour, or \$8,340 for 60 credit hours
Out-of-district residents are charged \$189 per credit hour, totaling \$11,340 for 60 credit hours
And, non-resident and international students are \$306 per credit hour, or \$18,360 for 60 credit hours*

Enrollments and Graduates

6. **Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the past four years.

Instit	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY18-19	FY19-20	FY20-21	FY21-22	FY18-19	FY19-20	FY20-21	FY21-22
BSU	BAS*	88	61	43	38	24	19	26	18
	BAS Online	118	146	156	124	18	28	32	43
	Cyber Operations BAS-Online	N/A	N/A	N/A	31	N/A	N/A	N/A	N/A
BSU	BBA Business Administration	2295	2808	3081	3707	159	217	251	219
ISU	BS General Business	513	457	408	405	97	85	76	55
LCSC	BA/BS Business Administration	416	336	244	240	76	40	44	51
U of I	BBA Business Administration	202	166	136	150	69	65	61	71

*Several concentrations are available, but enrollments and graduates aren't tracked separately

7. **Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

Policy III.Z.2.b.iv – 3) Non-Competitiveness: *CWI's proposed BAS degree provides a net benefit to the state and its citizens by creating a workforce that is more skilled and ready to meet the specific needs of Idaho's economy. The program's unique structure, affordability, and alignment with the state's projected career field opportunities make it a necessary addition to Idaho's higher education offerings, rather than an unnecessary duplication.*

Policy III.Z.2.b.iv – 4) Collaboration: *The Bachelor of Applied Science (BAS) in Business Administration at CWI is not a duplication of existing programs within Idaho's higher education landscape; rather, it fills a unique niche. This program integrates Career and Technical Education (CTE) courses directly into its curriculum, providing a pathway that is distinct from traditional Bachelor of Science (BS) degrees. This integration is pivotal, as it addresses the specific needs of a segment of the student population that is underserved by conventional four-year degree programs without significant additional cost to the student.*

The BAS degree program acknowledges and values prior learning by allowing students to apply Prior

Learning Assessment (PLA) credits towards essential courses. This not only fosters accelerated progression through the degree program but also honors the practical experience and previous educational achievements of our students. It is especially beneficial for those who have already obtained an Associate of Arts (AA) or Associate of Science (AS), an Associate of Applied Science (AAS) degree or have significant workforce experience.

The focus on practical and technical education is central to the BAS program, preparing students for immediate career readiness and advancement within the workforce—objectives that may not be the primary focus of existing programs at Idaho's premier institutions. This hands-on approach is geared towards enhancing the advancement opportunities within current employment of graduates in a manner that traditional academic programs might not emphasize.

Ivy Love, a senior policy analyst at New America, said that while it may be easy to wonder if bachelor's programs offered by community colleges needlessly duplicate the offerings of colleges and universities, the answer is no. They are serving different students in different ways, she said. [source: From <https://hechingerreport.org/from-associate-to-b-a-more-people-can-finish-a-four-year-degree-at-community-colleges/>]

CWI's BAS program is specifically designed to meet the needs of non-traditional students, including working adults seeking to upgrade their skills and credentials without the significant time and financial investment that traditional four-year degrees often require.

8. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Business Administration BAS											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY25 (first year)	FY26	FY27	FY28	FY29		FY25 (first year)	FY26	FY27	FY28	FY29	
25	75	125	150	150		0	0	25	75	75	

9. **Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need for the Program" above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

These are the minimum numbers we need to launch the program for it to become self-supporting in 2 years' time. There is increasing demand for workers with business acumen in the Treasure Valley. We will advertise our cohort model primarily toward adult learners with an AA/AS/AAS in hand, rather than toward high school seniors. This demographic is in the workforce already and is seeking upward mobility within their organizations. Students with an AAS degree may begin with CWI by taking general education courses to reach the 36 required, thus adding time to completion. We have estimated attrition rates into the graduate counts.

10. Minimum Enrollments and Graduates.

- a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

Minimum of 25 students per cohort. We will start with a 3-year time frame and then re-evaluate it through program review.

- b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

We will give the program 3 years to achieve enrollments; this aligns with our program review schedule.

11. Assurance of Quality. Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

The College of Western Idaho (CWI) is unwavering in its dedication to maintaining the highest quality in its educational programs, including the proposed BAS degree. Our assurance of quality is multifaceted and systematic, encompassing regular program assessments, program prioritization, ACBSP accreditation pursuits, and student support enhancements.

CWI's institutional process for ensuring program quality begins with annual program assessments to monitor and evaluate the efficacy and currency of our curriculum. These annual reviews are complemented by more thorough program reviews every three years, providing opportunities for deeper analysis and adjustments as needed to keep the program aligned with industry standards and educational best practices.

In addition to these regular reviews, CWI undertakes a program prioritization process every four years. This process is essential for the strategic allocation of resources, ensuring that programs of high value and relevance receive appropriate support to continue their success and responsiveness to student and regional needs.

Specialized accreditation is a cornerstone of our quality assurance. Our AA in Business program currently holds accreditation from the Accreditation Council for Business Schools and Programs (ACBSP), and we are committed to pursuing the same esteemed accreditation for the BAS program. In accordance with ACBSP guidelines, we plan to seek accreditation after the program has been in operation for two years, underscoring our commitment to external validation of our program's quality.

CWI's commitment to quality is also evident in our focus on the student experience. By engaging an external agency to evaluate and improve the student journey from inquiry through matriculation, we have successfully created a high-touch, student-centric experience. This experience is further supported by our revised student-facing infrastructure and the provision of dedicated faculty, advisors, and student coaches for the BAS program, ensuring personalized guidance and support for each student's unique educational path.

Our systematic approach to program quality and continuous improvement is demonstrated by our graduation rate (within 150% of time) is 27% and increasing; the national average for community colleges is 31.4%. [source: USED IPEDS data]. This indicates not only the effectiveness of our current measures but also our commitment to further enhancing student success.

CWI's multifaceted strategy for quality assurance reflects a deep institutional commitment to excellence, accountability, and student success, establishing a strong foundation for the proposed BAS degree program.

12. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as **Appendix A**.

13. **Teacher Education/Certification Programs** All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) and approval from the State Board of Education.

Will this program lead to certification?

Yes _____ No x _____

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

14. **Three-Year Plan:** If this is a new proposed program, is it on your institution's approved 3-year plan?

Yes x No _____

If yes, proceed to question 15. If no:

- a. Which of the following statements address the reason for adding this program outside of the regular three-year planning process.

Indicate (X) by each applicable statement:

<input type="checkbox"/>	Program is important for meeting your institution's regional or statewide program responsibilities.
<input type="checkbox"/>	The program is in response to a specific industry need or workforce opportunity.
<input type="checkbox"/>	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
<input type="checkbox"/>	There is a contractual obligation or partnership opportunity related to this program.
<input type="checkbox"/>	The program is in response to accreditation requirements or recommendations.
<input type="checkbox"/>	The program is in response to recent changes to teacher certification/endorsement requirements.

- b. Provide an explanation for all statements you selected.

Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan

15. **Curriculum.** Provide descriptive information of the educational offering.

- a. **Summary of requirements.** Provide a summary of program requirements using the following table.

REQUIRED: Completion of an AA, AS, or AAS	60
Credit hours in required courses offered by the department (s) offering the program.	48
Credit hours in required courses offered by other departments:	12
Credit hours in institutional general education curriculum	0-21, depending on how many GE credits the student earned as part of an associate degree
Credit hours in free electives	0
Total credit hours required for degree program:	120

- b. Curriculum.** Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

COURSE ID	NAME	CREDITS
BUSA 101	Introduction to Business	3
BUSA 120	Business Software Applications	3
BUSA 201	Business Communications	3
BUSA 207	Introduction to Business Analytics	3
BUSA 255	Leadership Development	3
BUSA 356	Advanced International Business	3
BUSA 365	Advanced Business Law	3
MRKT 125	Introduction to Marketing	3
MRKT 245	Business Simulation and Analysis	3
MRKT 357	Foundations of Management Theory	3
ECON 201	Principles of Macroeconomics	3
ACCT 201	Introduction to Financial Accounting	3
BUSA 325	Business Ethics	3
BUSA 335	Organizational Leadership	3
MRKT 340	Consumer Behavior	3
BUSA 345	Information Systems Management	3
BUSA 425	Project Management	3
BUSA 355	Human Resource Management	3
BUSA 435	Business Policy and Practice	3
BUSA 490	Strategic Seminar	3
TOTAL		60

- c. Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

Students in this program must have already earned an associate degree (AA, AS, or AAS) and will have at least 60 credits from their associate degree applied towards the BAS.

16. Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.

- a. Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.

1. *Demonstrate foundational knowledge in accounting, economics, finance, and marketing.*
2. *Differentiate appropriate ethical courses of action in business practice.*
3. *Demonstrate professional written and oral communication skills for a variety of audiences and via a variety of channels (physical or virtual presence, digital and traditional media).*
4. *Apply principles of leadership and human resource management to a variety of business settings.*
5. *Apply strategies for effective collaboration with diverse individuals and teams in a variety of business situations.*
6. *Integrate personal values with ethical, legal, and socially responsible business practices to solve contemporary real-world problems across a variety of business settings.*

17. Assessment plans.

- a. Assessment Process.** Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program.

CWI has an annual program assessment report, wherein programs examine student work centered upon 1-2 program outcomes, analyze the data, and make improvements. The BAS degree will engage in yearly assessment and will conduct a full program review in year 3. Additionally, CWI has instituted a high-level program prioritization analysis for all CWI programs in year 4 of our assessment cycle. The BAS degree will therefore a) undergo annual assessment review; b) perform a full program review in its 3rd year of existence; and c) undergo a prioritization analysis in its fourth year. Please contact CWI for information on our assessment process.

As mentioned above, as a component of the ACBSP accreditation process, once the program has been operational for two years and the application for ACBSP accreditation has been submitted, an ACBSP mentor will be appointed. Following this, a comprehensive self-study of the BAS program will be undertaken. This study will concentrate on areas such as Program Leadership, Strategic Planning, Measurement, Analysis, and Knowledge Management, as well as Faculty and Staff, and Process Management. The already robust assessment procedures at CWI will contribute data to the self-study, ensuring that the BAS program's outcomes are achieved and that the faculty and staff are upholding the highest standards for all stakeholders involved.

Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change include administrative, staff, and faculty hires, facilities, student services, library; etc.

18. Physical Facilities and Equipment: Describe the provision for physical facilities and equipment.

- a. Existing resources.** Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

Policy III.Z.2.b.iv – 5) Resources: *Will use existing classroom space; no additional resources are necessary.*

- b. **Impact of new program.** What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

Policy III.Z.2.b.iv – 5) Resources: *Students will be enrolled in existing courses to begin the program, allowing us time to plan classroom usage appropriately for the 300-400 level courses to come. Courses will be available online as well as in-person.*

All students begin by taking courses as outlined in the degree map; if they complete courses in their AA/AS, they will begin with the 100/200 level courses they have not completed. We are currently developing all new courses, and revising existing courses, into 8-week formats online in order to provide flexibility, using an external consultant to ensure rigor and consistency across all courses. 300-400 level courses will be ready for launch by Spring 2025.

- c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

None

19. **Library and Information Resources:** Describe adequacy and availability of library and information resources.

- a. **Existing resources and impact of new program.** Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

Policy III.Z.2.b.iv – 5) Resources: *We will need to expand our library's human resource and organizational leadership book selection, as well as upgrade our database to provide student access to journals, magazines, and newspapers for upper-level research in Business topics; we will also need to expand our tutoring services to provide sufficient support.*

Item	Description	One-time	Annual Ongoing
Library General Collection	These funds would support purchasing and licensing of books, ebooks, videos, etc. to support upper-level student research. This estimate is based on a review of core collection lists for academic libraries supporting bachelor's level programs in Business.	\$30,000	\$5,000
Library Database Upgrade	We will need a more substantial database to provide student access to journals, magazines, and newspapers for upper-level research in Business topics.	\$0	\$15,000
Tutoring and Writing Center Staffing	We will need to hire and train new tutors for this program. This funding will support one PT tutor and one PT writing consultant at 19.5 hrs/wk.	\$0	\$31,636

- b. **Needed resources.** What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

As stated above, we will need to expand our book and journal offerings, upgrade our library database, and expand our tutoring services. This is noted on the budget.

20. Faculty/Personnel resources

- a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

Policy III.Z.2.b.iv – 5) Resources: *We will hire 1 new full-time faculty in the area of human resources and/or organizational leadership; we will also add sections to existing 100-200 level courses. We are creating eight new courses to expand to 300-400 level courses. Courses are being developed by existing faculty in partnership with the Center for Teaching and Learning. We will hire 6 adjunct faculty as well.*

The BAS adds 8 new courses to the workload of the Business Department. A typical faculty teaching load is 5 courses per semester. Hiring an additional faculty member thus adds 10 new course availabilities to our schedule; the BAS chair will have a ½ time load of 5 courses per year. Given that the 8 new courses will be spread over 18 months, and we are planning to hire 6 new adjuncts, each of whom may teach 2 courses per semester, we have plenty of capacity to add this program, including adding additional sections of 100-200 level courses as needed.

- b. **Existing resources.** Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

Policy III.Z.2.b.iv – 5) Resources: *CWI has a robust learning management system that will allow all modalities of teaching. Classrooms are available on multiple campuses throughout the college's area of operation.*

- c. **Impact on existing programs.** What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

Policy III.Z.2.b.iv – 5) Resources: *This program builds on our already-successful business degrees and certificates. The hiring of additional faculty will reduce any burdens created.*

- d. **Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

Policy III.Z.2.b.iv – 5) Resources: *1-2 new faculty in business administration, human resources, and/or organizational leadership; a program director; 6 adjunct faculty; and a dedicated advisor.*

21. Revenue Sources

- a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

CWI's Board of Trustees and president support this degree development and are providing discretionary funds to initiate the launch. This will not affect other programs. CWI is using its own funding to launch this program. CWI has put together a five-year ROI plan to demonstrate enrollments, attrition, revenue and expenses for the roll-out of the program.

- b) **New appropriation.** If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request. *N/A*
- c) **Non-ongoing sources:**
- i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends? *N/A*
 - ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds? *N/A*
- d) **Student Fees:**
- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b. *N/A*
 - ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

\$139 per credit hour (in-district Idaho resident tuition) x 60 credit hours = \$8340

\$189 per credit hour (out of district Idaho resident tuition) x 60 credit hours=\$11340

\$306 per credit hour (non-resident/international tuition) x 60 credit hours=\$18360

See budget for more detailed account of relationship between tuition and program costs.

22. Using the excel **budget template** provided by the Office of the State Board of Education, provide the following information:

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

See attached.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 13, 2023**

ATTACHMENT 1

Program Resource Requirements.

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

I. PLANNED STUDENT ENROLLMENT

	FY 25		FY 26		FY 27		FY 28	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	50	50	25	25	75	75	75	75
B. Shifting enrollments	0	0	50	50	50	50	75	75
Total Enrollment	50	50	75	75	125	125	150	150

II. REVENUE

	FY 25		FY 26		FY 27		FY 28	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Institution Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. New Tuition Revenues from Increased Enrollments	\$166,800	\$0.00	\$433,350.00	\$0.00	\$593,250.00	\$0.00	\$695,250.00	\$0.00
5. Student Fees	\$5,500.00	\$0.00	\$8,250.00	\$0.00	\$13,750.00	\$0.00	\$16,500.00	\$0.00
6. Other (i.e., Gifts)	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$172,300	\$500,000	\$441,600	\$0	\$607,000	\$0	\$711,750	\$0

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

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

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III. EXPENDITURES

	<u>FY 25</u>		<u>FY 26</u>		<u>FY 27</u>		<u>FY 28</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<i>A. Personnel Costs</i>								
1. FTE	<u>3.0</u>	<u>0.00</u>	<u>3.5</u>	<u>0.00</u>	<u>4.5</u>	<u>0.00</u>	<u>5.5</u>	<u>0.00</u>
2. Faculty	<u>\$58,000.00</u>	<u>\$0.00</u>	<u>\$59,740.00</u>	<u>\$0.00</u>	<u>\$123,064.00</u>	<u>\$0.00</u>	<u>\$190,134.00</u>	<u>\$0.00</u>
3. Adjunct Faculty	<u>1713</u>	<u>\$0.00</u>	<u>40581</u>	<u>\$0.00</u>	<u>54520</u>	<u>\$0.00</u>	<u>48668</u>	<u>\$0.00</u>
4. Graduate/Undergrad Assistants	<u>0</u>	<u>\$0.00</u>	<u>24180</u>	<u>\$0.00</u>	<u>24905</u>	<u>\$0.00</u>	<u>25653</u>	<u>\$0.00</u>
5. Research Personnel	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>	<u>0</u>	<u>\$0.00</u>
6. Directors/Administrators	<u>75000</u>	<u>\$0.00</u>	<u>77250</u>	<u>\$0.00</u>	<u>79568</u>	<u>\$0.00</u>	<u>81955</u>	<u>\$0.00</u>
7. Administrative Support Personnel	<u>50000</u>	<u>\$0.00</u>	<u>51500</u>	<u>\$0.00</u>	<u>53045</u>	<u>\$0.00</u>	<u>54636</u>	<u>\$0.00</u>
8. Fringe	<u>37852</u>	<u>\$0.00</u>	<u>42481</u>	<u>\$0.00</u>	<u>57576</u>	<u>\$0.00</u>	<u>71686</u>	<u>\$0.00</u>
9. Other: <u>benefits</u>	<u>43350</u>	<u>\$0.00</u>	<u>53025</u>	<u>\$0.00</u>	<u>71325</u>	<u>\$0.00</u>	<u>91025</u>	<u>\$0.00</u>
<i>Total Personnel and Costs</i>	<u><u>\$265,915</u></u>	<u><u>\$0</u></u>	<u><u>\$348,757</u></u>	<u><u>\$0</u></u>	<u><u>\$464,003</u></u>	<u><u>\$0</u></u>	<u><u>\$563,757</u></u>	<u><u>\$0</u></u>

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	<u>FY 25</u>		<u>FY 26</u>		<u>FY 27</u>		<u>FY 28</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<i>B. Operating Expenditures</i>								
1. Travel	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00
2. Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$0.00
3. Other Services: Marketing	\$40,000.00	\$500,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00
4. Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Materials and Supplies	\$500.00	\$0.00	\$500.00	\$0.00	\$1,000.00	\$0.00	\$1,500.00	\$0.00
6. Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Materials & Goods for Manufacture & Resale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Total Operating Expenditures</i>	\$40,500	\$503,000	\$10,500	\$3,000	\$11,000	\$19,000	\$11,500	\$3,000

	<u>FY 25</u>		<u>FY 26</u>		<u>FY 27</u>		<u>FY 28</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<i>C. Capital Outlay</i>								
1. Library Resources	\$5,000.00	\$30,000.00	5150	\$0.00	\$5,305.00	\$0.00	\$5,464.00	\$0.00
2. Equipment	\$15,000.00	\$0.00	\$15,450.00	\$0.00	\$15,914.00	\$0.00	\$16,391.00	\$0.00
<i>Total Capital Outlay</i>	\$20,000	\$30,000	\$20,600	\$0	\$21,219	\$0	\$21,855	\$0

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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	<u>FY 25</u>		<u>FY 26</u>		<u>FY 27</u>		<u>FY 28</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities								
Construction or Major Renovation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. Other Costs								
Utilites	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance & Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Costs	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL EXPENDITURES:	<u>\$326,415</u>	<u>\$533,000</u>	<u>\$379,857</u>	<u>\$3,000</u>	<u>\$496,222</u>	<u>\$19,000</u>	<u>\$597,112</u>	<u>\$3,000</u>
Net Income (Deficit)	<u>-\$154,115</u>	<u>-\$33,000</u>	<u>\$61,743</u>	<u>-\$3,000</u>	<u>\$110,778</u>	<u>-\$19,000</u>	<u>\$114,638</u>	<u>-\$3,000</u>

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

III.A.8	fringe only
III.A.9	benefits only
II.C.2	laptops for advisor and new faculty member
II.B.3	Marketing and Marketing materials/supplies

COLLEGE OF WESTERN IDAHO

RESOLUTION NO. 2023-1

Board of Trustees

RESOLUTION RE: BACHELOR OF APPLIED SCIENCE DEGREES

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COLLEGE OF WESTERN IDAHO DECLARING ITS OFFICIAL INTENT TO DIRECT THE PRESIDENT TO PURSUE APPROVAL OF BACHELOR OF APPLIED SCIENCE DEGREES.

WHEREAS, the College of Western Idaho (CWI) Board of Trustees are locally elected representatives of the over 750,000 residents and taxpayers of Ada and Canyon County, Idaho; and

WHEREAS, the CWI Board of Trustees is responsible to, among other things, establish, review and revise the vision and mission of the College; to consider and approve curricular offerings; and to monitor College effectiveness; and

WHEREAS, the mission for CWI's is empowering students to succeed by providing affordable and accessible education to advance the local and global workforce; and

WHEREAS, the vision for CWI is to be a best-in-class community college that provides quality, affordable, and accessible education by delivering innovative and cost-effective programming that empowers students, leads to economic and social mobility, and meets evolving community needs; and

WHEREAS, we know that any investment that lowers the cost of college for students is an investment in the future economic vitality of the state of Idaho, and

WHEREAS, Idaho data shows that less than 30% of residents over the age of 25 hold a bachelor's degree, that our current going-to-college rate is 42%, and that our current median household income is less than \$64,000; and

WHEREAS, we believe that low-cost degree options will create new opportunities for current career-technical graduates (including over 9,000 from CWI), adult learners who need more flexible options, and people who are choosing not to go to college at all due to cost, and

WHEREAS, Lightcast Job Posting analytics found over 18,000 business-related jobs requiring a bachelor's degree posted within a 100-mile radius of CWI last year; and

WHEREAS, the Treasure Valley especially stands to benefit from this offering since 80% of CWI students are from Ada and Canyon County (98% are from Idaho) and are likely to stay here upon graduation; and

WHEREAS, affordable access to baccalaureate degrees is a means of closing racial, ethnic and economic gaps in our community, and

WHEREAS, 23 other states already look to community colleges to offer baccalaureate degrees across a variety of disciplines, one-third of which offer 20 or more and Washington and Florida each offering 100-plus, and

WHEREAS, 21 community colleges in the neighboring states of Utah, Washington, Oregon, Colorado, Wyoming and Nevada specifically offer a business-related BAS degree, and

WHEREAS, the College of Western Idaho has developed a solid plan to offer a financially sustainable, quality, low-cost, flexible Bachelor of Applied Science degree for less than \$20,000; and

WHEREAS, CWI has qualified, Masters and Doctoral-trained faculty in place, per accreditation standards, to deliver the program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the College of Western Idaho, that we fully support and endorse the offering of Bachelor of Applied Science degrees in areas that meet workforce needs at the College of Western Idaho.

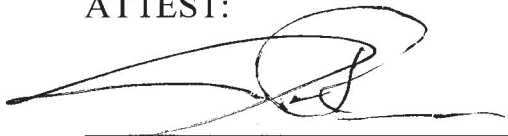
Be it further resolved that we specifically support, endorse and direct the president to pursue approval of a Bachelor of Applied Science degree in Business Administration to be offered in Fall 2024.

PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE COLLEGE
OF WESTERN IDAHO THIS 9th day of November, 2023.

COLLEGE OF WESTERN IDAHO

By: 
Chair, Board of Trustees

ATTEST:


Secretary, Board of Trustees



November 21, 2023

We, the undersigned, support the expansion of affordable and accessible education in the Treasure Valley. Specifically, we support the College of Western Idaho (CWI) offering a Bachelor of Applied Science (BAS) degree in Business Administration.

Idaho is experiencing a shortage of skilled workers that can undermine our economic vitality. Increased numbers of baccalaureate-educated workers are needed to fill essential jobs that power the Treasure Valley and beyond.

Additionally, any investment that lowers the cost of college for students is an investment in the future economic vitality of the state of Idaho. Low-cost degree pathways can increase educational attainment and offer upward mobility for adult learners who need more flexible options, high school graduates who are choosing not to go to college at all due to cost as well as current career-technical graduates looking to further their career options.

The time has come to expand affordable bachelor's degree options in Idaho through our publicly funded community colleges. Let's think forward and equip our citizens so that the economic engine in the Treasure Valley and across the state of Idaho can grow and thrive into the future.

Jamie Scott, President JA & Kathryn Albertson Family Foundation	Tommy Ahlquist, Chief Executive Officer Ball Ventures Ahlquist
Wayne L. Hammon, Chief Executive Officer Idaho Associated General Contractors	Cortney Liddiard, Chief Executive Officer Ball Ventures, LLC
Ivan Castillo, Chief Executive Officer Odyssey Homes	Andrew Scoggin, Chief Executive Officer Scoggin Capital Investment
Melissa Schultz, Quality & PDI Manager Heartland Recreational Vehicles	George Iliff, Partner Colliers
Adam J. L. Minic, Chief Executive Officer SEO Idaho, Thrive Web Designs, HostCozy	Mike Pena, Partner, Brokerage Services Colliers
Alison Patt, President and CEO Thomas Cuisine	Peter Oliver, Partner, Investment Brokerage TOK Commercial
Mick Wiskerchen, Founder, Operating Partner Scale Navigators	Laurel Sayer, President & CEO Perpetua Resources
Ryan Martin, Managing Partner Laska Company	Gregory Braun, CPA & Principal Ripley Doorn & Company, P.L.L.C.
Bill Ilett, President TransCorp, Inc.	Dr. Bert Glandon, President Emeritus College of Western Idaho
Brandon Romero, President & CEO Advanced Heating & Cooling Partner, Kelso Industries President, Grazak Mechanical	Scott Madison, Executive Vice President Intermountain Gas Company
Torry McAlvain, Jr., President McAlvain Companies, Inc.	Joe Forney, President & CEO Cold Chain, LLC
Derek Ellis, Chief Executive Officer Vessel Scale	Enrique Rivera, Board President Idaho Hispanic Foundation
Tony Magnuson, Vice President RM Mechanical, Inc	



November 17th, 2023

Nampa Chamber of Commerce
101 11th Ave. S.
Nampa, Idaho 83651

Letter of Support for College of Western Idaho,

The Nampa Chamber of Commerce supports all higher education institutions exploring the expansion of affordable and accessible education in the Treasure Valley. We support the College of Western Idaho offering a Bachelor of Applied Science degree to better meet growing workforce demands.

Idaho is experiencing a shortage of skilled workers that can undermine our economic vitality. Increased numbers of baccalaureate-educated workers are needed to fill essential jobs that power the Treasure Valley and beyond.

Additionally, any investment that lowers the cost of college for students is an investment in the future economic vitality of the state of Idaho. Low-cost degree pathways can increase educational attainment and offer upward mobility for adult learners who need more flexible options, high school graduates who are choosing not to go to college at all due to cost as well as current career-technical graduates looking to further their career options.

The time has come to expand affordable bachelor's degree options in Idaho through our publicly funded community colleges. Let us think forward and equip our citizens so that the economic engine in the Treasure Valley and across the state of Idaho can grow and thrive into the future.

Respectfully,

Mitch Minnette

Mitch Minnette
President/CEO
Nampa Chamber of Commerce
Phone: 208.249.4268
Email: mitch@nampa.com

Boise State University

Comments on CWI's BAS in Business Administration proposal

Executive Summary

The recent proposal by the College of Western Idaho (CWI) to offer a Bachelor of Applied Science in Business Administration (BAS) does not align with the Idaho State Board of Education's fundamental principles to "...[coordinate] educational programs in a manner that enhances access to quality programs, while concurrently increasing efficiency, avoiding unnecessary duplication and maximizing the cost-effective use of educational resources through coordination between institutions" (SBOE Governing Policies and Procedures, Policy III.Z, p. 1).

CWI's proposed BAS is duplicative of high-quality business programs in the region and the state that operate efficiently and have sufficient capacity to handle enrollments beyond the CWI five-year projections. Specifically, the College of Business and Economics (COBE) at Boise State University, accredited by the highest quality, international business accreditation body - Association to Advance Collegiate Schools of Business (AACSB), is in very close proximity and has offered Bachelor of Business Administration (BBA) degrees, including a BBA in Business Administration and several specialized disciplines such as Marketing, Human Resource Management, Entrepreneurship, Business Economics, Supply Chain Management, etc. for over 50 years creating an excellent return on investment for the state and Idaho students. The proposed BAS program overlaps heavily in curriculum content with the Boise State BBA in Business Administration program. In addition, Boise State offers a BBA in Management, which is an online degree completion program, composed of 60 credits of coursework; courses are offered in 7-week sessions, with multiple entry points offering flexibility to adult/non-traditional or returning students.

Furthermore, Boise State offers an online (and in-person / hybrid) Bachelors of Applied Science (BAS) degree program that affords great flexibility to students with CTE credits. Students in the BAS program may select among several options including the Plus Business Certificate or Minor, Certificate in Business Creation, Certificate in Leadership and Human Relations, Certificate in Project Management, Certificate in Communication Management, Certificate in Conflict Management, and Certificate in Innovation and Design. The BAS program has also added Intermediate Technical Certificate (ITC) and Advanced Technical Certificate (ATC) to the list of technical credentials that qualify students for program admission. This addition ensures we have at least one path to a bachelor's degree for nearly every student who completes a substantial technical credential at a regionally accredited institution--something our Idaho community college partners have been requesting for years. Thus, Boise State is offering a wide variety of flexible degrees in business or with business focus and that the assertion that "CWI is poised to reach a market that is underserved by four-year institutions..." is inaccurate, unsupported and frankly outright misleading.

COBE ensures excellent accessibility with comprehensive academic and career advising tailored to business students along with a wide range of classes both on campus and online. These services and flexibility are especially vital for non-traditional, minority, or first-generation students. As a result of these additional investments which COBE has made for all students, 88% of all COBE graduates who began with fewer than 13 transfer credits graduate in 4.9 years or less. Improving time to graduation benefits non-traditional and traditional students by minimizing time and financial investments.

We believe that continuing the articulation partnership between Idaho universities and CWI will provide the best return for students. Idaho universities offer a greater variety of upper division program options, including majors, minors, and certificates. Boise State's College of Business and Economics offers nationally recognized and ranked academic programs and specialized advising in business. Four-year programs in business across Idaho and within the same region, offer programs with an established reputation, greater variability in program offerings, and more services to support all students. The business programs at Boise State, Idaho State, and the University of Idaho are all accredited by the highest quality, international business accreditation body - Association to Advance Collegiate Schools of Business (AACSB). It is unlikely that CWI would ever be able to award a business degree associated with AACSB accreditation. To make the most of state-funded resources and ensure the best return on investment for students, community colleges and universities should build on the strong collaborations between institutions that results in continued efficiency, avoids duplication, and maximizes the cost-effective use of educational resources.

Other Important Considerations

Time to Degree and Degree Completion

Two critical important and related factors to consider with regard to four-year degrees at community colleges are 1) time to degree completion and 2) graduation rates. The graduation rate (within 100% of time) for the first-time, full-time degree-seeking students in CWI is 14% according to the [2022 Factbook](#), published by the Idaho State Board of Education. This dismal graduation rate is the lowest among all Idaho public community colleges and substantially lower than within 100% of time graduation rates of 4-year institutions in Idaho.

The data in the [2022 Factbook](#) indicates that students attending community colleges (in particular CWI) are generally less likely to complete their 2-year programs or to complete in a timely fashion. Simply offering a 4-year degree program BAS in Business Administration will not move the needle on graduation rates; it will require a substantial amount of work and investment, similar to what was required at 4-year institutions. Indeed, to exceed or even maintain the current 2-year graduation rate of 14, CWI (and other community colleges) would likely have to create a university-style infrastructure, which would necessitate a dramatic duplication in the same metro area. Such infrastructure requires specialized academic and career advising, along with other wrap-around services such as internships, access to

networking with industry and alumni etc., to help students finish their 4-year degree program and succeed post-graduation.

Students who extend their time to graduation will have less time to reap the benefits of a college degree, while continuing to pay expenses. This would actually reduce ROI, not increase it. Moreover, on an extended timeline, they are more likely to hit the maximum lifetime Federal Pell Grant access, which cannot exceed 12 terms or 6 academic years. Losing access to this important grant, which has proven critical in students' access to higher education, risks reducing our statewide success rate.

Systemness

Community colleges' offering four-year degrees weakens the *systemness* of public higher education in Idaho. Indeed, it could hurt effective and efficient postsecondary education in Idaho, cannibalizing limited resources available to postsecondary education and duplicating degree offerings in the same region. The collaboration requirement in Policy III.Z states that "Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs **must be offered** through inter-institutional collaboration as described in this policy."

Rather than shifting their focus to a four-year degree, the State would benefit most from additional focus on the transfer experience from community college to four-year universities. One of the arguments for having baccalaureate degrees at community colleges is eliminating the need and hurdle to transfer, however, [co-admit and co-enrollment](#) options can help eliminate this hurdle and help students transition into four-year institutions. In Idaho, we made substantial progress on collaborating with our co-admit and co-enrollment agreement, signed by all eight institutions as well as our extensive collaborative financial aid agreement. We recognize that much can still be done in collaboration on this front. Admitting and enrolling students in community colleges and universities at the same time, for example, can help with the hurdle of transferring.

We want to be unequivocal in stating that we firmly believe that our community colleges are vital partners and provide incredible mission-driven value for students and the state through the delivery of associate degrees. The criticism above should not be interpreted as a lack of respect for CWI and their role in higher education in the state of Idaho. On the contrary, it could be argued that CWI is Boise State's most important higher education partner in the state of Idaho. Our partnership with them, as we work together to improve transfer to our universities and to increase the achievement of associates degree completion through "transfer back," is critical. We seek all opportunities to partner with community colleges that benefit students. A good example of such a partnership and systemness is the 80/40 transfer pathway from CWI and CSI into two of Boise State's more flexible degree programs: Bachelor of Applied Science (BAS), and BA in Interdisciplinary Professional Studies (IPS). In this pathway, students can take up to 80 credits in CWI (or at another Idaho community college) and complete their degree program at Boise State after taking 40 upper division credits.

The IPS program is also now offering transfer students the opportunity to transfer up to 12 career and technical education (CTE) credits as general education electives so they can directly integrate their career education opportunities with their Boise State experience.

Both of the improvements above offer transfer students:

- Over \$4,000 in tuition cost savings
- Reduced time to graduation
- New opportunities to transfer low-credit, career-focused credentials

And they have further strengthened our partnerships with Idaho community colleges.

Return on Investment

Return on Investment (ROI) analysis for four-year degrees should reflect workforce demand for the degree, quality of education—including access to academic and career advising services throughout their education, access to quality internships, access to alumni network etc. Resources, especially at the upper-division level, which are critical in helping students to complete their degrees, are not present at our community colleges because this is not their mission.

For the individual student and the state to obtain the ROI from college degrees, students must complete. As mentioned, the within 100% of time (i.e. 2-year graduation rate for associate degrees) is only 14% at CWI, particularly low among community college graduation rates. The value of college education is fully realized upon degree completion (and after successfully being employed in a desired position), an important question for community college leaders who wish to offer bachelor's degrees is "what makes community college leaders believe students who have difficulty persisting through a two-year program suddenly will persist through a four-year program?" [Drozdowski, 2022](#). Community college students are more likely to be part-time students taking fewer courses in a semester than four-year university students (hence extending the time to degree completion) and stop-out more frequently, will **need even more support services** to complete their degree programs. This will require additional resources and increased competition for limited resources, and increased duplication and increased costs.

Internal Costs

Upper-division courses are far costlier to deliver, which few people outside the world of higher education understand. The courses require greater expertise and appropriate credentialing, and there is generally a small fraction of the students in an upper-division class compared to a lower division class in the same field (e.g. BUS 101 seats 230 students at Boise State, whereas BUS 450 seats only 40). Offering upper division courses will also be costlier for community colleges. Extrapolating the cost of a generic 4-year degree solely based on the published tuition rates for the two-year degrees does not capture the actual expenses.

Community colleges would likely need to develop additional funding mechanisms to subsidize upper division courses, and this again implies a duplication of resources at the upper-division level such as specialized academic and career advising, along with other wrap-around services where, in the case of community colleges, economies of scale will likely not be met.

Thus, a BAS in Business Administration degree program in CWI will ***not be necessarily less costly to students or taxpayers***. In addition to the cost of education, its quality, value and ROI of the degree earned are critical for students and for the taxpayers.

Quality and Accreditation

Business colleges go through rigorous specialized accreditation processes that allow them to receive Association to Advance Collegiate Schools of Business ([AACSB Accreditation](#)), which confer prestige, guarantees quality, and requires special labor. Most schools require dedicated leadership for this work. This BAS in Business Administration will not have this gold standard accreditation, which Boise State, University of Idaho and Idaho State all have. At community colleges, there will be a lack of access to alumni network pre and post-graduation and hands-on experience provided by internships.

Experience in Other States

Although there are several states (24 states) that allow community colleges to offer 4-year degrees, many of these come with several qualifications and restrictions, [including](#):

- These bachelor's degree programs must be career-oriented and address a regional need.
- Another common restriction prevents community colleges from instituting baccalaureate programs that replicate what already exists at a state's four-year schools.
- Legislation typically requires community colleges to justify the need for a degree by demonstrating no overlap with four-year institutions.
- Finally, even though community colleges typically have lower tuition than four-year schools, some states take the extra measure of limiting how much community colleges can charge for their bachelor's programs.

Thus, it will be important to define under what conditions and criteria it will be effective for community colleges to offer baccalaureate degrees. SBOE Policy III.Z specifies five criteria that “when a university proposes to offer an associate degree or a community college proposes to offer a baccalaureate degree”, under which to evaluate the proposed degree. We discuss CWI’s justification of the proposed BAS in Business Administration under those five criteria next.

Discussion of CWI's Answers to "Additional Questions" in SBOE Policy III.Z

When a university proposes to offer an associate degree or a community college proposes to offer a baccalaureate degree, the Board Policy III.Z provides additional criteria to evaluate the proposed degree. CWI's justification under these additional criteria are **not sufficient** to justify the approval of this program. Below we provide a discussion of the responses by CWI to these additional questions/criteria.

Additional Criteria from Policy III.Z:

1) **Demand:** *Proposed offerings must be to meet an urgent, local need based on where students who complete the offering will be employed rather than on where the students reside. The demand for the proposed offering needs to be clear, urgent, and compelling, as evidenced through data and industry input. Commitments of practical support (e.g. funding, internships, etc.) from industry stakeholders constitutes evidence of demand.*

CWI's answer:

Employment in areas of management is projected to grow 19% over the next decade in the state of Idaho. While employees can be promoted into management positions, their salaries rarely increase unless they also acquire a bachelor's degree in business administration; salary increases an average of \$40k with a bachelor's degree. Idaho sales manager positions pose a low risk of automation and are projected to grow by 28% in the next decade. Likewise, account manager positions are projected to grow 9% over the next decade.

Boise State's response:

This paragraph is copied and pasted from CWI's response to the second question in the main proposal (question 2.a: workforce and economic need), and, thus, does not constitute "additional justification." Moreover, this response does not make the case that proposed offering will meet an "urgent and local" need nor provides evidence through data and industry input for a clear, urgent and compelling need as required under the demand criteria. Most importantly, as evidenced in the enrollment and graduate numbers data provided in the proposal, Boise State has capacity for this growth within the immediate metro area (Region III). Similarly, the other 4-year universities in other regions of the state also have capacity for growth.

2) **Specialization:** *The proposed offering must be based on the unique capability at the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery.*

CWI's answer:

CWI already has a robust set of offerings, at both the academic transfer and CTE levels, in business, bookkeeping and accounting, administrative specialization, and economics. We have recently developed an AAS in Management, allowing non-traditional students to get PLA and/or military transfer credit via a CTE degree that focuses on specialized training in management and administration. Expanding that program into a BAS in Business Administration allows non-traditional students a smooth path to a bachelor's degree to complement their on-the-job

experience.

Boise State's Response:

This specialization (Business Administration) exists and the Boise State College of Business and Economics already has mature articulation agreements with CWI for their students to transfer directly into our Bachelor of Business Administration degrees. In addition, Boise State offers a BBA in Management, which is an online degree completion program, composed of 60 credits of coursework; courses are offered in 7-week sessions, with multiple entry points offering flexibility to adult/non-traditional or returning students.

Boise State offers an online (and in-person / hybrid) Bachelors of Applied Science (BAS) degree program that affords great flexibility to students with CTE credits. Students in the BAS program may select among several options including the Plus Business Certificate or Minor, Certificate in Business Creation, Certificate in Leadership and Human Relations, Certificate in Project Management, Certificate in Communication Management, Certificate in Conflict Management, and Certificate in Innovation and Design. The BAS program has also added Intermediate Technical Certificate (ITC) and Advanced Technical Certificate (ATC) to the list of technical credentials that qualify students for program admission. This addition ensures we have at least one path to a bachelor's degree for nearly every student who completes a substantial technical credential at a regionally accredited institution--something our Idaho community college partners have been requesting for years. Many of our 4-year institutions are also offering a variety of Bachelor of Applied Science (BAS) degrees to meet the needs of Idaho students.

Frankly, there is no case for a specialized expertise within CWI for the delivery of this degree.

*3) **Non-Competitiveness:** The proposed offering must be non-competitive with other institutions' offerings within the identified service area (whether regional or statewide) and supported by other institutions within the service area. The Executive Director or designee may request written commitments from the presidents of other institutions within the service area expressing conceptual and, if necessary, practical support for the proposed program.*

CWI's Answer:

There is currently no BAS in Business Administration programs in the state of Idaho. A BAS degree streamlines education for those who wish to advance their careers. While multiple schools offer traditional BS in Business Administration degrees, they are primarily academic programs requiring an extensive general education curriculum. By offering a BAS path for non-traditional students, CWI positions itself to fill an opportunity gap for the workforce.

Boise State's Response:

This is a distinction without a difference. As described above in detail, in the same metro area of the Treasure Valley, Boise State offers an in-person Bachelor of Business Administration and an online degree completion Bachelor of Business Administration in Management. The latter online program serves non-traditional cost-conscious students, while many of Boise State's in-

person BBA offerings are also available online making those options available for non-traditional students as well.

To maximize transfer student flexibility, Boise State offers a Bachelors of Applied Science (BAS) and BA in Interdisciplinary Professional Studies (IPS) degrees. Students in the BAS degree program may select among several options including the Plus Business Certificate or Minor, Certificate in Business Creation, Applied Leadership, Certificate in Leadership and Human Relations, Certificate in Project Management, Certificate in Communication Management, Certificate in Conflict Management, and Certificate in Innovation and Design.

This is clearly a duplication of a degree offering within the state and by definition is competitive with the 4-year institutions in the state.

4) **Collaboration:** *Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs must be offered through inter-institutional collaboration as described in this policy.*

CWI's Answer:

Intra-CWI collaboration is expected to continue between the business department and the School of Industry and Trades, as those who acquire technical trade skills also wish to advance into management in their areas of expertise. CWI welcomes collaboration with our sister schools in the region.

Boise State's Response:

CWI's answer is not a response to the question or requirement under this criterion. It clearly states that "high-demand programs must be offered through *inter-institutional* collaboration as described in this policy," however, CWI has not reached out to Boise State to collaborate on a BAS in Business Administration degree program.

As described above, Boise State University's College of Business and Economics has collaborated closely with CWI's Business program to develop credit articulations and transfer equivalencies that facilitate student transfers into Boise State bachelor degree programs to minimize duplication or any extra coursework required of CWI transfer students. In proposing to offer a BAS, aside from one in-person request from an administrator to identify "win-win" opportunities a few weeks prior to their submission to the State Board, CWI has chosen not to collaborate with their closest neighbor. At Boise State, we welcome collaborative opportunities for non-competitive, complimentary programming. Perhaps better and more effective utilization of the [co-admit and co-enrollment](#) options can help eliminate this hurdle and help students transition into four-year institutions. In Idaho, we made substantial progress on collaborating with our co-admit and co-enrollment agreement, signed by all eight institutions as well as our extensive collaborative financial aid agreement. We recognize that much can still be done in collaboration on this front. Admitting and enrolling students in community colleges and universities at the same time, for example, can help with the hurdle of transferring.

5) **Resources:** *The institution must have sufficient resources to develop and deliver the proposed offering.*

CWI's Answer:

CWI's Business department is well-staffed and well-equipped to expand into a BAS degree.

Boise State's Response:

This claim is unsubstantiated. A more thorough explanation concerning how community college faculty, part-time faculty, and full-time faculty, as well as their qualifications, will be managed would be necessary to evaluate this effectively. Looking at the budget provided shows that total expenditures of the proposed program will reach more than \$700,000 by FY28 and the program does not appear to ever reach a positive cash flow.

Errors Found in the Proposal

The proposal on page 5 has an error: Boise State University's degree offerings in the College of Business and Economics are primarily Bachelors of Business Administration (BBA) degrees, not Bachelor of Science (BS).

Lewis-Clark State College

Responses

CEI: BAS Operations Management (**oppose**) creates duplication, lack of system-ness, unnecessary competition. LC State, ISU, and BSU already offer BAS options that have direct pathways. In our opinion, CEI should work with ISU to ensure a solid pathway for students who seek such a degree. The 4 year business programs have significantly higher costs with accreditation fees and standards which impacts 4 year institutions competitiveness, strictly on price point. A student may get confused between the difference (BS vs BAS) assuming they are the same, of which they are not.

CEI: BAS Digital Forensics and Analytics (**we support this regional specific necessary degree**)

CWI: BAS Business Administration (**oppose**) creates duplication, lack of system-ness, unnecessary competition. LC State, ISU, and BSU already offer BAS options that have direct pathways. In our opinion, CWI should work with BSU to ensure a solid pathway for students who seek such a degree. The 4 year business programs have significantly higher costs with accreditation fees and standards which impacts 4 year institutions competitiveness, strictly on price point. A student may get confused between the difference (BS vs BAS) assuming they are the same, of which they are not.



Response to Proposed Bachelor of Applied Science in Business Administration

Proposed by the College of Western Idaho. Response Submitted by the University of Idaho. Revised November 3, 2023.

In response to the College of Western Idaho's (CWI's) proposed Bachelor of Applied Science in Business Administration (BAS BA), the University of Idaho (U of I) is submitting the comments in this document. As explained below, CWI's proposal does not meet Policy III.Z's criteria for community colleges to offer baccalaureate degrees.

Criterion	CWI Response	U of I Concern
Demand	<p>CWI'S proposal cites the following points to demonstrate demand:</p> <ul style="list-style-type: none"> • Management positions are expected to increase 19% over the next decade (pg. 3). • Sales manager positions are expected to grow 28% in the same period and are unlikely to be replaced by automation (pg. 3). • Account manager positions' projected growth in the same period is 9% (pg. 3). • Bachelor's in business programs nationally have maintained stable conferral growth rates (-5% to +5%) over the last five years (pg. 3). 	<p>The proposal does not show the type of demand required by the criterion:</p> <ul style="list-style-type: none"> • While we agree that growth is projected in related occupations, the figures listed do not demonstrate what Policy III.Z requires, namely, "demand [that is] . . . clear, urgent, and compelling as evidenced through data and industry input" (III.Z.2.b.iv.2). The figures do not show such need largely because Boise State University's Bachelor of Business Administration (BBA) produces graduates who can fill the demand. Per Boise State's student outcomes page, its BBA graduated 243 students in 2022-23, up from 212 in the preceding year and 193 the year before that. • Similarly, while we agree that business programs nationally are achieving stable growth, the figures noted appear to be for bachelor's degrees – not bachelor of applied science degrees. Though we do not have access to CWI's data source (Collegis Education), of the Bureau of Labor Statistics' (BLS') top 10 occupations in business, six typically require a bachelor's degree at the entry level. Five of these six have demand projected to grow from 1% to 16%, 2022-32. It is not clear that a bachelor of applied science degree is in demand or will meet employers' needs. <p>Thus, while demand for the BBA is strong and likely to continue, CWI's proposal does not show that this demand is not already met by Boise State's BBA, that it will</p>

		be met by the proposed BAS Business Administration, or that the degree will adequately prepare students to meet Idaho employers' needs.
Specialization	<p>In its explanation of how the proposed BAS BA meets Policy III.Z's criteria for a community college to offer a baccalaureate degree, CWI offers two points:</p> <ul style="list-style-type: none"> • It "already has a robust set of offerings . . . in business, bookkeeping and accounting, administrative specialization, and economics" (pg. 1). • Its proposed degree will provide "non-traditional students a smooth path to a bachelor's degree to complement their on-the-job experience" (pg. 1). 	<p>CWI's argument for specialization does not fulfill the definition of this criterion in Policy III.Z, which requires that the proposed degree "be based on the unique capability at the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery" (III.Z.2.b.iv.2). This lack of alignment between the proposal and the definition arises from three factors:</p> <ul style="list-style-type: none"> • Although CWI may have relevant expertise, such expertise is in no way unique to it. As noted above, Boise State offers a BBA that graduated nearly 250 students last year. • In addition, U of I also has the relevant expertise and has launched an online BBA designed to serve the group CWI's proposal designates as its target population. • In claiming that the proposed BAS will offer a pathway for non-traditional students, CWI implies that it has unique capability to do so. However, U of I's online BBA is explicitly designed as a series of modular certificates that enable learners working full-time to develop skills they can apply immediately, e.g., in technical program management, sales, and other aspects of business administration. Further, this fully online BBA offers flexibility to accommodate students' work, family, and other commitments, while enabling students to earn only the certificate(s) of interest or to stack certificates to earn the full BBA degree. Students who earn the degree will also earn a certificate in four of the following areas: 1.) Applied Finance, 2.) Business Leadership, 3.) Enterprise System Integration, 4.) Sales Management, 5.) Technical Program Management, or 6.) Innovating Education. • Further, CWI's proposed cohort model may not provide the flexibility that adult learners need.
Non-Competitiveness	<p>In explaining how the proposed BAS BA fulfills III.Z's criteria, CWI distinguishes the BAS from a BBA and states, "by offering a BAS path for non-traditional students, CWI positions itself to fill an opportunity gap for the workforce" (pg. 1).</p>	<p>CWI's explanation does not meet III.Z's criterion of non-competitiveness, which states that, "the proposed offering must be non-competitive with other institutions' offerings within the identified service area (whether regional or statewide)" (III.Z.2.b.iv.3). This lack of alignment between the proposal and the policy arises for three reasons:</p> <ul style="list-style-type: none"> • As noted above, the proposed BAS BA competes with Boise State's BBA and U of I's online BBA.

		<ul style="list-style-type: none"> • Again, as noted above, U of I's online BBA targets the same population specified as the planned market for CWI's proposed BAS BA. • However, the proposed BAS BA does not offer the scope and depth of preparation provided by U of I's BBA, which equips students with specializations in four of the six domains represented by the certificates listed above, as well as greater depth in key areas, such as finance and accounting. For example, employers are likely to expect more accounting courses than the proposed BAS BA includes, covering fundamentals like the Generally Accepted Accounting Principles (GAAP). Including more accounting courses in the degree program would prepare graduates to pursue positions that require expertise beyond the bookkeeping skills provided by the AA degree. • Further, the return on the State of Idaho's investments in both Boise State's and U of I's BBA programs may be decreased. Each BBA program already has all necessary resources. Growing either or both programs will increase ROI on the state's investments in these programs. Conversely, if CWI's proposed BAS BA is approved, added resources will be needed, as noted below. Any state investment that results in shifting enrollments from Boise State and/or U of I to CWI will decrease the state's ROI without increasing post-secondary achievement levels. Arguably, improving such achievement levels might be more effectively achieved by establishing 2+2 programs, as discussed below.
Collaboration	In its explanation of how the proposed degree program meets Policy III.Z criteria, CWI states that it, "welcomes collaboration with our sister schools in the region" (pg. 1).	<p>In its criteria for community colleges seeking to offer baccalaureate degrees, Policy III.Z states, "alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions" (III.Z.2.b.iv.4). CWI's statement does not fulfill the policy's requirement for two reasons:</p> <ul style="list-style-type: none"> • It is not clear that CWI has sought collaboration with Boise State. Expressing openness to collaboration does not constitute fully considering such collaboration. • U of I colleagues have requested a meeting with CWI's provost to explore the possibility of developing a 2+2 program that would serve place-based Treasure Valley CWI graduates of AA/AS/AAS programs by offering them a smooth transfer pathway into U of I's online BBA. We respectfully request that the State Board strongly encourage CWI to pursue this collaboration rather than the proposed BAS.

Resources	<p>CWI's explanation of how its proposed BAS BA meets III.Z's criteria states that its Business Department "is well-staffed and well-equipped to expand into a BAS degree." However, CWI's proposal lists several resource needs to implement the degree program:</p> <ul style="list-style-type: none">• Library materials on human resources and organizational leadership.• Library databases providing students access to journals, magazines, and newspapers that address topics covered in upper-division business courses.• Expanded tutoring services.• Hiring one new full-time faculty member in human resources and/or organizational leadership.• Hiring six additional adjunct faculty.	<p>CWI's proposal poses three related concerns regarding resources:</p> <ul style="list-style-type: none">• Policy III.Z's criterion for resources states, "the institution must have sufficient resources to develop and deliver the proposed offering" (III.Z.2.b.iv.5). While CWI explained during the November 2nd, 2023, Council on Academic Affairs and Programs (CAAP) meeting that it will use existing resources to launch the proposed degree program, doing so will still duplicate academic program offerings available at Boise State and other four-year institutions, as explained above.• For example, Boise State, in CWI's region, and U of I, across Idaho via our online BBA, already offer the corresponding bachelor's degree. We believe the U of I BBA is better structured to prepare students to succeed in business.• We respectfully submit that investing in a growth area not already served by the four-year institutions would provide greater return on investment (ROI) on the tax and tuition revenues being used, both for post-secondary students and for the state.
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**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 13, 2023**

SUBJECT

Engineering and Computer Science Initiative Next Steps

REFERENCE

October 2023 The Western Interstate Commission for Higher Education (WICHE) needs assessment was presented to the State Board of Education.

APPLICABLE STATUTES, RULE OR POLICY

House Bill 809, Section 4 (2022)

BACKGROUND/DISCUSSION

In 2022, Governor Little's budget recommendation for the Office of the State Board of Education included one-time funding to develop a statewide needs assessment for engineering and computer science education in Idaho. The legislature appropriated funding, and the Office of the State Board of Education engaged WICHE to complete the engineering and computer science needs assessment.

Industry, education, and government leaders in Idaho have known for some time that the state has a dire need and an undeniable opportunity to grow the number of engineering and computer science graduates in support of economic growth and global competitiveness. Findings from the needs assessment and gap analysis were presented to the Board at the October 2023 Board meeting and confirmed the existing and projected gap in graduates.

At the recommendation of the Board, staff collaborated with the Idaho National Laboratory's Workforce & Economic Development Programs Manager to explore emerging recommendations from industry on this topic, already in proposal stage, from the Idaho Advanced Energy Consortium's Workforce & Education Subcommittee. This collaboration resulted in a clear scope and list of priorities for a proposed Engineering & Computer Science Higher Education Steering Committee. The formation of this proposed steering committee could be through an executive order of the Governor.

Specifically, this group envisions an industry-led Engineering & Computer Science Higher Education Steering Committee organized to address three of the most pressing challenges in the state's current ability to produce engineering and computer science graduates. While this committee would be industry-led, a member of the Board would have a seat on the committee and Board staff would provide technical support in the form of subject matter expertise as needed. The lifespan of this steering committee is intended to be relatively short-term at three years.

The Committee's priorities would be to:

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
DECEMBER 13, 2023**

1. Facilitate convenings and work sessions between institutions to pinpoint breakdowns in matriculation pathways, specifically from community colleges to four-year institutions
2. Map pathways from each community college and four-year institution across all engineering and computer science degree programs
3. Design a pilot pathway for recipients of associate of applied science degrees or intermediate technical certificate programming to progress into bachelor of applied science, bachelor of arts, and/or bachelor of science degree programs.

IMPACT

The direct impact of this decision is the potential for deliberate and meaningful collaboration by our industry and education leaders toward solving these long-standing challenges to engineering and computer science graduate production.

The indirect impacts are the potential increase in engineering and computer science graduates in Idaho that go on to fulfill or need for these professionals in the Idaho workforce.

ATTACHMENTS

WICHE Needs Assessment

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to support the recommendation of the Idaho Advanced Energy Consortium's Workforce & Education Subcommittee for the establishment of an Engineering & Computer Science Higher Education Steering Committee.

Moved by _____ Seconded by _____ Carried Yes _____ No

IF YOU BUILD IT, WILL THEY COME?

Exploring the Possibility of an Idaho Engineering
and Computer Science Growth Initiative



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Disclaimer

The research presented here includes
information derived from
SLDS Data from the
Idaho State Board of Education (SBOE) and
the Idaho State Department of Education (SDE).
Any errors are attributable to WICHE.

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IF YOU BUILD IT, WILL THEY COME?

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4

IF YOU BUILD IT, WILL THEY COME?

EXECUTIVE SUMMARY

Introduction

In 2022, industry leaders voiced concerns to policymakers that Idaho was not producing enough engineering and computer science graduates from its public institutions to meet the needs of Idaho's economy. These leaders expressed interest in launching an engineering and computer science growth initiative similar to a long-time effort in Utah to address these gaps. In response, the Idaho State Board of Education commissioned an analysis from the Western Interstate Commission for Higher Education (WICHE) to explore the issue. Guided by an industry advisory group, the project team reviewed existing research, analyzed publicly available data as well as data from the state's longitudinal data system, modeled the projected supply of graduates, and conducted a range of employer engagement activities to answer two key questions:

1. Is the supply of engineering and computer science graduates from Idaho's public institutions adequate to meet current and projected industry demand?
2. If not, how can the state strategically address the gap between supply and demand?

This analysis was not intended to provide a complete and detailed strategic plan, but rather to assist industry with articulating the gap between supply and demand to the greatest extent possible and identifying high-level, evidence-based approaches to increase credential production. Importantly, these potential approaches are tailored to fit Idaho's context and trends in population growth, demographics, and student flow.

Key Findings

Our analysis concludes the following, based on the best available evidence:

1. **Current Undersupply:** The supply of graduates in engineering and computing disciplines (broadly defined) from the states' public institutions does not appear sufficient to meet existing industry needs.
2. **Future Supply Constraints:** Growing the number of students prepared to enter and succeed in these majors is not as simple as increasing postsecondary capacity. Demographic and educational trends point to at best modest growth in the potential pool of students, meaning any effort to increase graduates in these fields must focus on expanding the educational pipeline of students from K-12 to postsecondary education who are interested in and equipped to succeed in these fields.

A coordinated, industry-led approach to developing a shared vision and action plan to address these nuanced, multifaceted challenges will be an important next step. It is important to recognize that because of the challenges in future demographics and the state's trends in education outcomes, this work will likely be more challenging than Utah's initiative.

Approach

No data source exactly quantifies the hiring demand for recent graduates in Idaho's labor market, nor the available supply of graduates planning to work in Idaho. This report relies instead on a combination of qualitative work, data analysis, and review of existing research to identify proxy metrics for supply and demand where possible and includes discussion of the strengths and limitations of this approach, potential gaps in information, and further questions. WICHE conducted a survey of key employers and industry leaders to gather their perspectives and additional data that is highly relevant to this report. WICHE also received invaluable guidance, counsel, and feedback from a core team of industry advisors drawn from across the state.

Understanding Supply

institutions are used as a proxy metric for the "supply" of new workers available to the state's businesses. The term "computer science" as used in the Utah initiative refers to a wide range of computer-related degrees, thus the term computer science has been adjusted to computer and information science in this report to more accurately reflect the range of degree types discussed. Similarly, both engineering and engineering technology programs were considered at the suggestion of Idaho's industry leaders that advised WICHE on this analysis. For some analyses, the limited number of individuals who enroll in and graduate with degrees in engineering technology make it impractical to present detailed data. Finally, the contributions of the state's private institutions are reflected where appropriate to provide a more complete picture of available supply.

A model of student flow through the education pipeline was used to examine how improvements on certain metrics, such as high school graduation rates, college go-on rates, or progression through postsecondary education would impact the number of graduates produced in the three fields of interest. The results and takeaways from this model are described briefly below and in greater detail in the full report.

Of course, postsecondary graduates are not the only source of supply in the labor market. Employers need to hire across a range of experience levels, some Idaho businesses hire from regional, national, or international candidate pools, and net migration also affects labor supply. However, qualitative research demonstrates robust employer demand for entry-level hires in the fields of interest — typically bachelor's graduates — as well as a strong employer preference for hiring Idaho graduates.¹ Therefore, degree production in engineering and computer and information science fields presents a useful, though imperfect, way to think about workforce supply.

Estimating Demand

The Bureau of Labor Statistics (BLS) offers historical estimates of employment by occupation at the national and the state level, allowing for cross-state comparisons. BLS also produces projections of employment by occupation, but only at the national level. The Idaho Department of Labor (ID DoL) produces state-level projections of employment by occupation, which provide the best available state-level projections of hiring demand by occupation despite certain limitations. For example, the 2020–2030 ID DoL projections do not yet reflect the projected impacts of significant federal policy changes such as the CHIPS and Science Act (CHIPS Act) and the Infrastructure Investment and Jobs Act (IIJA). The

project team supplemented the existing ID DoL projections with results from a 2023 employer survey on hiring demand in fields of interest and in-depth interviews with a subset of industry representatives.

Engineering & Engineering Technologies

Degree production and projected job demand in related fields are not a one-to-one match, but comparing the approximate magnitude of the difference between the two does provide some sense of the “gap” that exists between supply and demand. Meanwhile, examining projections based on current trends offers a way to understand whether identified gaps are likely to grow or to shrink if present trends continue.

Engineering and Engineering Technologies Supply

Historical trends in Idaho’s engineering bachelor’s degree production — the typical entry-level credential of most engineering professions² — show growth between 2010 and 2020, primarily driven by substantial growth between 2010 and 2015. Supply modeling shows that if contributing trends persist, Idaho can expect only minimal increases in the number of engineering and engineering technology graduates produced annually by its public institutions. A projected levelling off of the overall number of high school graduates in the state and a negatively trending college go-on rate of Idaho high school graduates are among the primary contributors to this low growth projection.³

Meanwhile, existing research shows that just over 60% of engineering bachelor’s degree recipients who were Idaho residents at the state’s public institutions work in Idaho after graduation, and under 40% of out-of-state students do (including international students, who are over-represented in engineering programs). In engineering technology, 74% of in-state associate degree holders stay in the state and 35% of out-of-state students remain in the state to work.⁴ As a result, the number of graduates produced by the state’s public institutions may under-represent the available workforce supply.

Importantly, data analysis also revealed that women are significantly less likely to select engineering majors even when controlling for factors like scores on math standardized tests. However, women that do so are more likely to complete their degrees. Strong performance on high school math standardized exams is also positively associated with choosing engineering as a major and completing a degree in the field. As is discussed later, developing and implementing strategies to welcome women into these fields may be productive as the gender disparities hold true even when controlling for math performance, meaning women with strong math results are still much less likely to enter into engineering as a major.

Engineering and Engineering Technologies Demand

Trends in Idaho’s engineering job growth show increases over the past decade, at similar rates as surrounding states. Looking forward, there are moderate increases of about 5% nationally between 2021 and 2031 projected for engineering as an occupational field with even more robust growth projected in Idaho — more than 17% between 2020 and 2030. Growth in Idaho’s engineering technology occupations is also expected to outpace the national number, growing by more than 13% in the state between 2020 and 2030 compared to 1.4% nationally between 2021 and 2031. According to the ID DoL, engineering can expect to see 984 job openings per year due to turnover and growth between now and 2030, while engineering technology is projected to see 227 annual openings.⁵

However, more recent developments suggest that this may be an underestimate. One engineering industry group estimates that projects funded by the IJJA alone will increase the need for engineers nationally by 82,000 and notes that these increases will affect every state.⁶



"If we were able to fill all our positions, we'd be able to get more revenue in and more clients and we'd then have demand for more engineers... we've been stifled by an inability to find people to do the work, we have more work than we have people to do."

– Idaho Engineering Employer

The employer survey conducted for this project provides further evidence that the 2020–2030 projections may underestimate demand. Respondents estimated that they are trying to hire nearly 2,000 employees with degrees in engineering and engineering technology within the next 12 months alone, almost double the DoL projected average annual openings. Further, 77% of respondents noted that they are currently struggling to fill jobs that require degrees in engineering and engineering technology fields. While the employer survey sample was not representative of Idaho as a state, the table below illustrates respondents' self-reported number of Idaho-based engineering and computer-related employees compared to state estimates of total employment within these occupations to provide some sense of the coverage offered by the survey.

Employer Survey Respondent Engineering Employees in Idaho Compared to Overall Number of State Engineering Employees.

	STATE TOTAL 2020	STATE TOTAL 2023 (Estimated)	SURVEYED COMPANIES (Estimated)*
Engineering Occupations (17–2000)	10,321	10,892	6,478

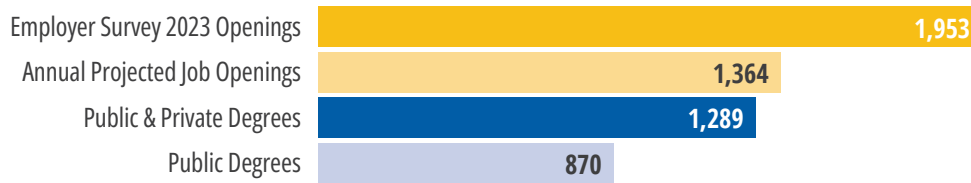
**Survey response options were presented as ranges and these totals assume a midpoint value of the selected range.*

Another key factor to consider is that workforce shortages in the short term may suppress future workforce demand. For example, according to Idaho employers interviewed, the undersupply of engineering candidates is already curtailing business growth opportunities or leading them to develop that business elsewhere. Existing undersupply has already dampened hiring demand, whereas increases in engineer supply could potentially enable business growth and expand hiring demand.

Engineering and Engineering Technologies Gap Analysis

The available quantifications of supply and demand indicate a gap between the number of engineering and engineering technology graduates of all degree types from Idaho public institutions (as depicted by the blue bars in the figure below) and the needs of Idaho's employers (as depicted by the yellow bars in the figure below). While the magnitude of the gap differs depending on the exact specifications used (whether graduates from private institutions are included, if migration is accounted for, etc.) the gap appears significant — particularly considering the likely undercount represented by the demand numbers — and likely to continue over time if present trends continue.

Idaho Institution Annual Engineering & Engineering Technology Degrees Produced (Average of 2018–2020), ID DoL Projected Annual Engineering & Engineering Technologist Job Openings (2020–2030) & WICHE Employer Survey Hiring Demand Estimates (2023)



Sources: Integrated Postsecondary Education Data System, Idaho Department of Labor Occupation Projections (2020–2030), WICHE Employer Survey

Computer & Information Science

Degree production and projected job demand in related fields are not a one-to-one match, but comparing the approximate magnitude of the difference between the two does provide some sense of the “gap” that exists between supply and demand. Meanwhile, examining projections based on current trends offers a way to understand whether identified gaps are likely to grow or to shrink if present trends continue.

Computer and Information Science Supply

The National Center for Education Statistics designates computer and information science degrees as Classification of Instructional Programs (CIP) 11: “Computer and Information Science and Support Services: Instructional programs that focus on the computer and information sciences and prepare individuals for various occupations in information technology and computer operations fields.”⁷ Similar to engineering, historical trends in computer and information science degree production at the bachelor’s level in Idaho — also the typical entry-level credential for many in-demand computer-related professions⁸ — show growth between 2010 and 2020, primarily driven by substantial increase between 2010 and 2015. Supply modeling shows that if contributing trends persist, Idaho can expect only minimal increases in the number of computer and information science graduates produced annually by its public institutions.

Research shows that a relatively high percentage of computer and information science public institution graduates stay in Idaho, with over 70% of in-state bachelor’s graduates employed in the state after graduation and over 50% of out-of-state graduates.

Additionally, WICHE’s pipeline analysis using student-level data finds stark gender gaps in the likelihood of declaring Computer and Information Sciences as a major, as well as completing degrees in this field, even when controlling for math scores and other characteristics. This analysis also showed the importance of K–12 math preparation, with results of standardized high school math tests being strongly associated with entrance into and success in this field in college. This last finding should not be surprising as it is supported by substantial other research as well as the perspectives of industry leaders.

Computer and Information Science Demand

The range of computer occupations continues to evolve, with the current BLS definitions including occupations ranging from computer scientists to web developers to network administrators. Trends in computer-related job growth show a fairly dramatic increase between 2010 and 2021 as computer and information technology related roles became ubiquitous across industries. Idaho’s occupational growth

trends in a similar way to its neighboring states, though it has continued to lag slightly behind them over the past decade (Washington has long dominated in the overall amount of employment in computer occupations, though Utah's growth trajectory has been the steepest over this period).⁹



"We've not necessarily tried to materially increase our hiring in the state of Idaho... we just found that it was too challenging to find enough candidates locally. So, we diversified our locations in order to fulfill that [need]."

– Tech Sector Employer

In terms of projections, computing occupational fields are projected to increase 14.6% nationally between 2021–31 and 12.2% between 2020–30 in Idaho. The ID DoL estimates that there will be 1,387 annual job openings in the field in Idaho between now and 2030.¹⁰

Because the projection methodology does not project shifts in industry mix, it may underestimate possible demand. That is, certain industries contract in response to things like macro-economic trends and changing technologies while others expand. While these shifts are difficult to predict, experts from the Idaho Department of Labor reported in a February 23, 2023 interview that there has historically been an increase in computer-related jobs as a range of industries expand their automated components.

As with engineering, the employer survey offers additional evidence that the existing projections for Idaho may underestimate demand. Industry respondents estimated they would like to hire nearly 1,600 employees with computer or information science degrees within the next 12 months, potentially 15% more than already projected. Further, 76% of respondents are currently struggling to fill jobs that require a computer or information science degree. Notably, survey respondents comprised a much smaller segment of the state's overall computing employee population than on the engineering side. Consequently, the computing estimates almost certainly significantly undercount statewide demand.

Employer Survey Respondent Computing Employees in Idaho Compared to Overall Number of State Computing Employees.

	STATE TOTAL 2020	STATE TOTAL 2023 (Estimated)	SURVEYED COMPANIES (Estimated)*
Computer Occupations (15–2000)	15,821	19,588	3,856

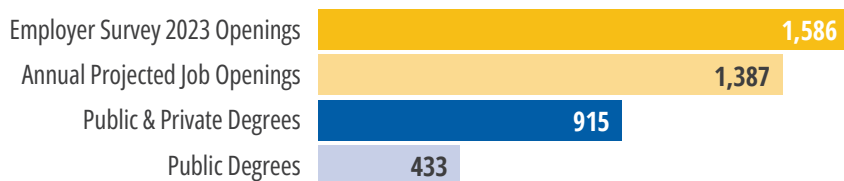
**Survey response options were presented as ranges and these totals assume a midpoint value of the selected range.*

Employer interviews also revealed how workforce shortages can have a downward impact on hiring demand. For example, in past years Idaho establishments have shifted or expanded their businesses outside the state after being unable to fill positions locally. In fact, some technology employers shared that the recent shift to remote work may enable Idaho-based companies to hire out of state to counterbalance local undersupply. Nonetheless, the strong demand for these occupations nationally also means that computer and information science graduates could remain in Idaho and work for employers located virtually anywhere while contributing to Idaho's tax base, reinforcing the benefits of steady graduate production. These types of decisions have the potential to drive demand up or down depending upon the local availability of talent.

Computer and Information Science Gap Analysis

The available quantifications of supply (represented in the blue bars below) and demand (represented by the yellow bars) indicate a gap between the number of computer and information science graduates from Idaho public institutions and the needs of Idaho's employers. Given the strong growth trends in this field, the identified gap appears robust across a range of specifications and appears likely to continue over time if present trends continue.

Idaho Institution Annual Computer and Information Science Degrees (Average of 2018–2020), ID DoL Projected Annual Computing Job Openings (2020–2030) & WICHE Employer Survey Hiring Demand Estimates (2023)



Sources: Integrated Postsecondary Education Data System, Idaho Department of Labor Occupation Projections (2020–2030), WICHE Employer Survey

Student Flow Model

The flow model described above is an important tool to help understand the challenge facing Idaho policymakers, industry leaders, and others committed to this work. The broad takeaway from adjustments to the flow model is that even with substantial improvements in postsecondary completion, few additional degrees would be produced. Improvements to college participation rates, which are obviously a broader state concern, have the potential to drive more students into these fields of interest. A key concern, though, is trying to ensure that those additional students are well-prepared to enter and succeed in the fields of interest.

The results of the flow model are stark. Even with substantial improvements in underlying metrics, like high school graduation rates and postsecondary progression, the state would produce relatively few additional degrees. This effort must be comprehensive and reach new populations of students who have not previously been interested in these fields. Additionally, the data point to the need for engaging students outside of the traditional high school-to-college pipeline.

Next Steps

As noted above, WICHE's does not aim with this report to create a detailed strategic plan for an engineering and computer and information science degree growth initiative. Instead, our intent is to provide a strong, evidence-based framework for potential next steps that is tailored to Idaho's context. The strong, overarching conclusion based on our analysis of the available data is that immediately moving to increase postsecondary capacity in these fields will not greatly increase production. It is important to recognize as a starting point that outcomes of initiatives like the one in Utah are useful guides, but have taken place in a different demographic reality than the one currently faced by Idaho.

The ultimate solution for Idaho will be to develop an Idaho-centered approach. The steps proposed below could form the framework for detailed strategic planning in the future.

Creating a Shared Vision & Coordinated Plan

Generating additional graduates in high-demand fields such as engineering and computer science is a complex, long-term endeavor. The downward demographic trends driving the overall number of high school graduates Idaho is expected to produce paired with the state's declining college-going rates mean the state is facing significant headwinds as they seek to increase supply. While Utah's initiative took place in a growth context (both demographically and economically), Idaho will face a more challenging environment for a similar effort (although the state's economic outlook is very positive). Moreover, addressing the multifaceted challenges of demographic and large-scale educational trends such as the college go-on rate will require the development of equally multifaceted responses.

To drive this effort, the state could facilitate an industry-led partnership between key stakeholders in policy and education to guide the development and ongoing refinement of a shared vision for increasing the number of engineering and computer-related graduates and a set of short- and long-term strategies to achieve this vision. This approach should also situate the effort in Idaho's broader economic context, considering the overall realities of the state's labor market and pressing shortages in other STEM fields such as healthcare.

With substantial attention already focused on college go-on rates, an engineering and computer science growth initiative should complement those efforts with a focus on supporting improvements in K-12 preparation for these fields, as well as driving interest among students.

Additionally, a potential initiative can also work to create and expand other potential student pipelines through enhanced upskilling of current employees, identification and recruitment of individuals who completed substantial credits in these fields but left postsecondary education without a degree, and other strategies focused on adult students.

Identifying Clear Roles & Responsibilities

As partners in this work, industry, policymakers, universities, community colleges, and the K-12 sector should identify how they will individually and collaboratively contribute to achieving the shared vision through the identified short- and long-term strategies. For example, higher education institutions might commit to increasing the number of female students enrolling in and completing engineering and computer and information science programs, partnering with K-12 to improve the math preparedness of high school graduates, and collaborating across the two- and four-year sectors to improve transfer pathways. Alternatively, industry partners might commit to employee upskilling initiatives, provide equipment and internship or project opportunities that meaningfully address challenges identified by educational partners, and provide timely and actionable feedback to educational partners. Given the demographic trends of Idaho's youth population, an important area of focus for all partners should be identifying how to identify, attract, and support non-traditional-aged students through to degree completion.

If there is going to be a sustained initiative, WICHE strongly believes that there will need to be a statewide entity that bears responsibility for coordinating that work. Given the interest of employers and their effectiveness in driving change, it seems appropriate that some type of industry-led body should serve in that role. It is important to note that this recommendation does not imply that such a body would have authority over the other entities noted above, but would collaborate and coordinate within appropriate roles and responsibilities of the different agencies and organizations committed to addressing these issues.

Investing for Impact

In order to make the most of any investment, the partners must identify and prioritize the greatest barriers and most effective solutions to workforce supply. Engineering and computer-related fields encompass a broad range of credentials and specialties that lead to a variety of occupations. The state may consider if a broad or a targeted approach will be most effective for meeting their goals with available funds. As part of this analysis, they should also focus on leveraging Idaho's unique assets in both industry and education for maximum value. Finally, it will be critical to balance immediate employer needs with sustainable growth plans that have the flexibility to account for changing dynamics such as recessions and shifts in automation.

Hopefully, readers of this report will agree with the conclusion that immediately investing in postsecondary capacity improvements should not be the first priority. Obviously, continuing to invest in these programs to make sure that they are turning out high-quality graduates is essential, but it does not appear that postsecondary capacity is the current limiting factor on degree production. Investment must instead first focus on growing the pipeline of students who are prepared to enter and succeed in these fields. Capacity issues can be addressed as those trends begin to change.

Data, Metrics, and Research

While it is standard fare for a report on postsecondary supply and employment demand to feature a recommendation related to data and metrics, that does not make it any less important. As part of the framework, WICHE recommends that industry leaders and other key agencies and organizations coalesce around meaningful metrics for understanding how the initiative that is envisioned is impacting outcomes. It would be easy to focus solely on the number of graduates that are produced annually in each field, and we agree that is an important metric. However, if, for example, the number of students enrolled in public postsecondary institutions in the state declines substantially, but the number of graduates in these fields holds steady, that would be a sign of some success. This report contains numerous different data points and ways of considering supply and demand issues. Certainly not all of the data points will resonate, but they could represent a starting point for consideration. As an initiative unfolds, it is highly doubtful that every approach and policy change will bear fruit, but with a successful monitoring and evaluation approach, it will be possible to continuously refine efforts to improve outcomes.

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INTRODUCTION

With a high-skill, high-tech workforce emerging as a hallmark of a flourishing economy, a steady supply of well-trained graduates in engineering, computer science, and related disciplines will play a critical role in Idaho's future. From building and maintaining the infrastructure needed for the state's fast-growing population, to providing the talent demanded by key industries, engineers, engineering technologists, and computer and information science professionals are a foundational pillar of the state's growth.

These high-paying occupations offer Idahoans family-sustaining wages and contribute to the state's tax base and overall economic vitality. Engineering, engineering technology, and computing occupations all pay well above the average annual salary in the state, with engineering technologists earning 24% more than the average occupation, engineers earning 78% more, and computing occupations a whopping 112% more than the average according to the most recent available data.¹¹ Moreover, many of these occupations are in high-growth fields, with environmental, industrial, civil, mechanical, electrical, computer hardware, and nuclear engineers, electrical and electronic technicians, and software developers, computer and information systems managers, computer systems analysts, and network and computer system administrators all present on the Idaho "Top Jobs" list.¹² Yet the impact of these occupations on the state goes far beyond these direct contributions.

Average Annual Wages in Idaho Occupations

All Occupations

\$60,580

Engineering Occupations

\$108,133

Computing Occupations

\$128,391

Engineering Technologist
Occupations

\$74,821

*Source: WICHE analysis
of Idaho DoL data.*

Idaho's key industries as identified by the state's Department of Commerce all rely on these professions, in particular advanced manufacturing, aerospace, food production, shared services, and energy.¹³ Idaho companies of all sizes — from large employers like Micron Technology and Idaho National Laboratory (INL) to local small businesses — rely on the high-tech workforce to maintain their operations and to spur growth and innovation. According to interviews WICHE conducted with multiple employers between January and April 2023, many of the state's fastest growing companies have been founded, launched, and staffed by graduates of the state's engineering and computer science programs, bringing new industries and opportunities to the state. Therefore, a healthy pipeline of engineering and computer and information science graduates seems to play a pivotal role in the continued growth of Idaho's economy.

Yet in recent years, industry leaders have begun to express concerns that they cannot find enough talent in these critical fields, impacting their companies' growth and innovation. These leaders expressed interest in launching an engineering and computer science growth initiative similar to a long-time effort in Utah to address these gaps. A recent analysis of Utah's initiative found that the number of engineering and computer science graduates from Utah public institutions more than doubled between 2000 and 2020, as did engineering and computer science employment over the same period. The report's authors also found that in 2020, Utah's engineering and computer science workforce sustained and supported 238,419 jobs, \$19.1 billion in earnings, and \$25.2 billion in gross domestic product for the state.¹⁴

In response to these industry concerns, the Idaho State Board of Education commissioned an analysis from the Western Interstate Commission for Higher Education (WICHE) to explore the issue. Guided by an industry advisory group, the project team reviewed existing research, analyzed publicly available data, modeled the projected supply of graduates using Idaho data, and conducted a range of employer engagement activities to answer two key questions:

1. Is the supply of engineering and computer science graduates from Idaho's public institutions adequate to meet current and projected industry demand?.
2. If not, how can the state strategically address the gap between supply and demand?.

This analysis was not intended to provide a complete and detailed strategic plan, but rather to assist industry with articulating the gap between supply and demand to the greatest extent possible and identifying high-level, evidence-based approaches to increase credential production.

METHODOLOGY

Understanding Supply

Graduates in engineering, engineering technology, and computer-related fields from Idaho postsecondary institutions are used as a proxy metric for the “supply” of new workers available to the state’s businesses. To analyze this population WICHE used publicly available data from the Integrated Postsecondary Educational Data System (IPEDS) as well as data from the Idaho State Board of Education (more detail on the State Board of Education data can be found in the Appendix).

After consultation with the Industry Advisory Team and a literature review, WICHE opted to include three codes from the Classifications of Instructional Programs (CIP) — developed by the National Center for Educational Statistics to offer a standardized way to categorize postsecondary academic programs by field — in the analysis.

- ▶ **CIP 11 – COMPUTER AND INFORMATION SCIENCES AND SUPPORT SERVICES** Instructional programs that focus on the computer and information sciences and prepare individuals for various occupations in information technology and computer operations fields.¹⁵
- ▶ **CIP 14 – ENGINEERING** Instructional programs that prepare individuals to apply mathematical and scientific principles to the solution of practical problems.¹⁶
- ▶ **CIP 15 – ENGINEERING TECHNOLOGIES/TECHNICIANS** Instructional programs that prepare individuals to apply basic engineering principles and technical skills in support of engineering and related projects or to prepare for engineering-related fields.¹⁷

A note on terminology, the term “computer science” as used in the Utah initiative refers to the full range included in CIP 11 (a wide range of computer-related degrees) thus the term computer science has been replaced with computer and information science to more accurately reflect the degree types discussed. In addition, while this report focuses on graduates of public institutions, the contributions of the state’s private institutions are reflected where appropriate to provide additional information on available supply.

The analysis primarily focuses on the credential type most typical for entry-level employment in its related field, however, additional information on postsecondary degree types critical to industry such as masters and doctoral degrees are included as well. After receiving substantial feedback from employers on the topic of non-degree credentials such as certificates, it became clear that there is not consensus among Idaho employers on any type of certificate that was critical for employment in these fields, thus, they are not a primary focus of this analysis.

Of course, recent postsecondary graduates are not the only source of supply in the labor market. Employers need to hire across a range of experience levels and some Idaho businesses hire from regional, national, or international candidate pools and net-migration also affects labor supply. However, qualitative research demonstrates robust employer demand for entry-level hires in the fields of interest — typically bachelor’s graduates — as well as a strong employer preference for hiring Idaho graduates.¹⁸ Therefore, degree production in engineering and computer-related fields presents a useful, though imperfect, way to think about workforce supply.

To better understand the pipeline supplying graduates of these two fields, WICHE employed a range of quantitative and qualitative approaches. This work includes a complex student flow model developed by the National Center for Higher Education Management Systems (NCHEMS) that examines how the number of graduates in these fields may change in the future based on current trends and state demographics.

This model is based on numerous different data points from the education pipeline with a focus on the three fields of interest: engineering, engineering technologies, and computer science and information services.

At a high level, the model shows what happens to degree production when you adjust any one of a number of “levers” related to the education pipeline. This is not designed to be a tool for making perfect projections about future degree production, but more of a tool to show how changes in important metrics are likely to impact overall outcomes.

The model will help policymakers, industry leaders, and others to see where it might be possible to get the best “bang for the buck” in terms of investment.

The model is built by analyzing a combination of publicly available data from the U.S. Department of Education’s Integrated Postsecondary Data System (IPEDS), U.S. Census Data, state high school graduation rates, and student-level data provided by the Idaho State Board of Education. Each of these data sources is used to build up a model of the education pipeline.

Within the model, we are able to then adjust key metrics, including

- ▶ High-school graduation rates
- ▶ College go-on rates
- ▶ Number of out-of-state students attending college in Idaho
- ▶ Overall participation rate of Idaho residents in postsecondary education (which helps account for adult students)
- ▶ Progression rates within particular degree programs

With each adjustment, the model then calculates the change in degrees produced, with a focus on the three fields of interest. As an example, Idaho institutions annually produced 737 engineering degrees on average from 2019–21. Based solely on shifts in the population and assuming the status quo in all metrics, by the 2029–30 school year, the state would produce a total of 37 additional bachelor’s degrees in Engineering (this is not an increase of 37 per year, but 37 total over the time frame). As will be discussed in greater detail below, this would not fill the expected gaps, and changes in some metrics would be expected to produce greater gains than others.

One metric that the model does not adjust for is the percentage of students who elect to go into the fields of interest. As will be discussed below, this is likely an important piece to consider as well. Separate data analyses below examine the percentage of students ever choosing a field of interest, but it is difficult to say if these numbers are good, bad, or indifferent without appropriate comparisons and additional research.

It is important to emphasize again that the model is not intended to be an exact projection model, but to help guide thinking and approaches to addressing the issues raised by industry and key state employers. It is an essential tool for situating the issue within Idaho's population and demographic context.

Estimating Demand

There is no one perfect data source that cleanly lays out the precise number of new engineers and computer science graduates that Idaho will need in the future. Instead, WICHE has examined a range of measures, trends, and projections, and paired that with first-hand information from Idaho employers who are looking to hire these graduates.

Historical employment trends

The Bureau of Labor Statistics (BLS) offers historical estimates of employment by occupation at the national and the state level, allowing for cross-state comparisons. BLS also produces projections of employment by occupation, but only at the national level.

Occupational projections

The Idaho Department of Labor (ID DoL) produces state-level projections of employment by occupation, which provide the best available state-level projections of hiring demand by occupation despite certain limitations. For example, the 2020–2030 ID DoL projections do not yet reflect the projected impacts of significant federal policy changes such as the CHIPS and Science Act (CHIPS Act) and the Infrastructure Investment and Jobs Act (IIJA).

Employer survey & interviews

The project team supplemented the existing ID DoL projections with results from a 2023 employer survey on hiring demand in fields of interest and in-depth interviews with a subset of key industry representatives.

Gap Analysis

Degree production and projected job demand in related fields are not a one-to-one match, but comparing the approximate magnitude of the difference between the two does provide some sense of the “gap” that exists between supply and demand. Meanwhile, examining projections based on current trends offers a way to understand whether identified gaps are likely to grow or to shrink if present trends continue. In the sections that follow WICHE has attempted to combine the available evidence to assess the gap in degree production but recognizing that many different factors may affect that gap for all three fields of interest.

SUPPLY OVERVIEW

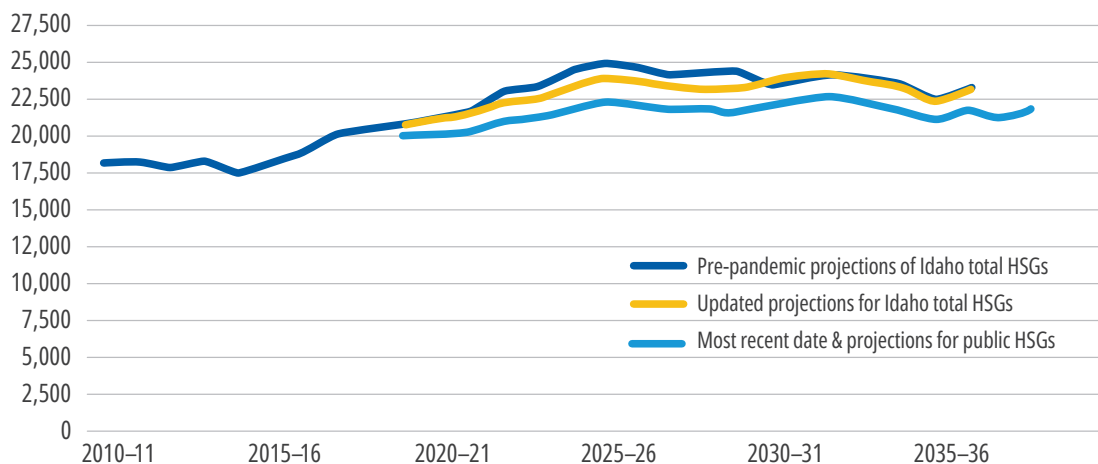
General Student Trends

Nationally, the number of students enrolled in postsecondary education is projected to grow by nine percent by 2031.¹⁹ That growth would be welcome across the country as the last decade has seen steady declines in the number of students enrolled. Idaho has seen substantial drops in its college-going rate in recent years. The percentage of high school graduates enrolling in a postsecondary institution within three years of graduation has declined five percentage points, from 63% to 58% from the graduating class of 2015 to the class of 2019 (the most recent year for which data are available).²⁰ This mirrors national trends, which have also shown a declining number of high school graduates enrolling in postsecondary institutions.²¹

While these metrics relate to rates, the raw number of potential future graduates is also a key concern when considering approaches to increasing the number of future graduates in particular fields of study. A useful starting point for this piece of the puzzle is projections about the size of Idaho's future high school graduating classes.

The state's future high school graduating classes are expected to grow through the middle of the decade, followed by a period of modest decline, ending in 2037 at roughly the same number of high school graduates as the state produces today. This is shown in Figure 1.

Figure 1. Projected Idaho high school graduates



Source: WICHE, Knocking at the College Door

These trends help set the context for Idaho's intended effort to grow the number of graduates in the three fields of interest. The solid dark line represents projections made by WICHE in 2020 using data that predates the COVID-19 pandemic. The dotted lines represent updated projections with more recent state data. While the new information indicates a slightly lower peak in the total number of graduates in the middle of the decade (represented by the dark dots), the longer-term numbers are relatively consistent with previous projections. Idaho is still expected to see a relatively flat number of high school graduates through the remainder of the projected period.

While Utah is often cited as the model for an initiative such as this, it is absolutely essential to recognize that Utah's effort started in a vastly different context than what Idaho faces today. As Utah launched its work, the state was in a period of growing high school graduating classes, increasing postsecondary enrollment, and a booming state economy.²²

While Idaho's economic growth continues to be strong, the trends in the other two areas are quite different from those Utah faced. As can be seen in Figure 1 above, Idaho is expected to soon reach a peak in the number of high school graduates it produces, followed by years of relatively constant production. Coupled with the state's college go-on trends, this necessitates different thinking and different policy approaches. While in Utah, the effort benefited from natural growth in potential student populations, meaning that the major interventions could focus on increasing postsecondary capacity, in Idaho, as the data will show, interventions likely will have to focus on growing the pipeline of potential students as a precursor to increasing postsecondary capacity to handle influxes of students in these majors.

Essentially, this initiative must develop a laser focus on being more efficient with a smaller number of students. As the analysis on the following pages hopefully makes clear, Idaho's pathway to an increased number of graduates in Engineering, Engineering Technology, and Computer and Information Science requires a concerted effort across the pipeline, from interesting more K-12 students in these fields at younger ages, to improving math preparation in K-12, to increasing the percentage of students who are likely to succeed that select one of these fields, to supporting them after they declare a major all the way through to graduation. Simply put, based on the data and analysis that follow, if the state invests resources in increasing postsecondary capacity in these fields without prior efforts to grow the pipeline of incoming students, it is unlikely that the number of graduates would meaningfully increase.

To get to that conclusion, we walk through analysis of the current pipeline, and blend that with the underlying trends described at the outset of this section.

Cohort Analysis Background

To shed further light on issues of supply, WICHE has analyzed student-level data provided by the Idaho State Board of Education and the State Department of Education to identify factors that are associated with students choosing to major in one of these fields and succeeding once they do so. This analysis also examines how many students with these characteristics of success are opting for and succeeding in different educational pathways. The aim is that this analysis can help sharpen the focus of policy and financial interventions to boost the number of graduates working in Idaho.

For this work, WICHE has examined two discrete cohorts of students — those entering public postsecondary institutions in the state for the first time in the 2013–14 school year and those doing so for the first time in the 2018–19 school year. Descriptive data for the two cohorts are useful for comparing differences over time and across majors of interest — in this case computer and information science, engineering, and engineering technologies. WICHE selected these cohorts intentionally, with the earlier cohort being chosen to provide enough time for program completion and the more recent cohort selected to provide more current information while still allowing some time to observe progress through the postsecondary system.

The data WICHE received from the Idaho State Board of Education runs through the 2021–22 school year.

Cohort Demographic information

In the following sections, descriptive demographic data are presented for the two cohorts.²³ As can be seen in Table 1, both cohorts feature more females than males, consistent with other demographic data reported by the Idaho State Board of Education.

The data show a decreasing overall cohort size of first-time enrollees in postsecondary education from the 2013–14 to 2018–19 cohorts. Additionally, both cohorts show a slightly larger population of females than males.

Similar to Idaho’s overall population, the race/ethnicity of the cohorts is predominantly white, as can be seen in Table 2.

Standardized Exam Math Results

WICHE also received information on student results on standardized tests. Two exams were considered — the Idaho Standards Achievement Test (ISAT) and the SAT (the meaning for the acronym of this national exam was dropped years ago but originally stood for “Scholastic Aptitude Test”). Distribution of the results is described in Tables 3 and 4 (page 26). Our focus is on students’ math results and the relationship between those and student outcomes in computer and information science and engineering (which is discussed in greater detail in later sections). These results are only presented for the 2018–19 cohort and not available for all students. While multiple measures of ISAT math performance are available, WICHE focuses on the math composite results. The results include disaggregation by gender, because, as will be seen throughout this report, there is a substantial gender gap in the number of students that go into the fields of interest.

Table 1. Gender distribution of cohorts

	2013–14	2018–19
Females	53.0%	54.6%
Males	44.8%	45.1%
Unknown/Unreported	2.2%	< 1%
Total Students	21,894	18,883

Table 2. Race/ethnicity of cohorts

	2013–14	2018–19
Black/African American	1.8%	1.9%
Asian	1.6%	2.4%
NHOPI	< 1%	< 1%
AI/AN	1.1%	< 1%
White	79.8%	79.4%
Multiracial	1.6%	2.0%
Hispanic	11.4%	11.5%
Unknown/Unreported	2.5%	1.6%
Total Students*	18,881	17,926

**Note: The number of students reported in this table differ across variables due to missing data for some students.*

Table 3. ISAT results distribution, 2018–19 cohort

LEVEL	% OF ALL STUDENTS	% OF MALES	% OF FEMALES
1 – Does not meet standards	25.6%	26.1%	25.3%
2 – Nearly meets standards	30.0%	28.7%	30.9%
3 – Meets standards	27.2%	26.2%	27.9%
4 – Exceeds standards	17.2%	18.9%	15.9%

Students take the ISAT for math in grade 10. The four levels are described by the State Department of Education as follows: level 4 shows that the student exceeds grade level achievement standards; level 3 represents meeting grade level achievement standards; level 2 indicates that the student has nearly met the grade level achievement standards; and level 1 suggests that the student has not met those standards.²⁴

Distribution on the math portion of the SAT is somewhat similar, with the majority of students grouped into the middle bands.

Table 4. SAT scores, 2018–19 cohort

LEVEL	% OF ALL STUDENTS	% OF OF MALES	% OF OF FEMALES
< 301	< 1%	< 1%	< 1%
301–400	9.0%	8.2%	9.6%
401–500	29.3%	26.6%	31.4%
501–600	41.5%	41.5%	42.0%
601–700	15.4%	18.1%	13.3%
701–800	4.4%	5.9%	3.1%

ISAT results were available for about 37% of students and SAT results were available for about 34% of the 2018–19 cohort with substantial overlap meaning most students who took any exam took both. With only about a third of students having math scores, caution is warranted before drawing firm conclusions about math results in the subsequent sections. There are statistically significant differences between the populations of students who do have results and those that don't, but the results, as will be shown later, are important and suggestive in helping to guide potential policy decisions. This is an important vein of analysis with substantial research showing strong connections between math preparation and student success in fields like engineering and computer science, although this relationship can also be tied to students' perceptions of their own self-efficacy in math.²⁵

The gender differences in distribution on both tests are relatively consistent and statistically significant. More males tend to score in the highest bands, but, as will be discussed in greater detail below, this modest difference does not come close to explaining the substantial gender gap in the students who choose these three fields of interest.

Geographic

WICHE is also able to examine geographic information for a subset of students in each cohort. Using generally accepted definitions, the distribution of students in the two cohorts varies in their location, as can be seen in Table 5.

As can be seen in the Table 5, in both cohorts, the majority of students live in cities and suburbs, with over 55% of postsecondary students coming from schools in those locales in the 2013–14 cohort and over 53% doing so in the 2018–19 cohort. With concerns about inequalities across regions of the state in math preparation, this distribution will be examined in greater detail below for considering impacts to the supply pipeline for future engineering and computer and information science graduates.

Table 5. Geographic distribution of cohorts

LOCALE	2013–14	2018–19
City	26.0%	26.4%
Suburb	29.7%	26.7%
Town	22.7%	24.3%
Rural	21.6%	22.7%
Total Students	8,503	9,737

Degree Completion Results

In the two cohorts analyzed, a large number of students completed postsecondary credentials. The information in Table 6 shows the distribution of completions in all fields as well as the percentage of students who were still enrolled and the number who no longer appear in the dataset. This suggests that they may have stopped out, although this should not be taken as a detailed analysis of overall completion rates due to various data considerations.

Table 6. Degree distribution by cohort

DEGREE LEVEL	2013–14	2018–19
Associates	6.2%	5.4%
Bachelor's	22.9%	17.7%
Master's	6.4%	6.1%
Doctorate	< 1%	< 1%
Still Enrolled	< 1%	8.4%
No Longer Enrolled	63.6%	62.3%
Total Students	21,894	18,883

As would be expected, the data for 2013–14 show more credential completions and fewer students still enrolled. Of those who completed degrees or are still enrolled, more than 80% of degree completers in the 2013–14 cohort earned bachelor's or higher degrees, while just under 17% of degree completers earned associates degrees. For the 2018–19 cohort, the numbers are closer to 60% completing bachelor's or higher, with a quarter of that population still enrolled and about 14% earning associates degrees. A large percentage of both cohorts is no longer enrolled.

ENGINEERING

Engineering Supply

Historical trends in Idaho's engineering bachelor's degree production — the typical entry-level credential of most engineering professions²⁶ — show growth between 2010 and 2020, primarily driven by substantial growth between 2010 and 2015.

Supply modeling shows that if contributing trends persist, Idaho can expect only minimal increases in the number of engineering graduates produced annually by its public institutions. A projected levelling off of the overall number of high school graduates in the state and a negatively trending college go-on rate of Idaho high school graduates are among the primary contributors to this low growth projection.²⁷

Meanwhile, existing research shows that just over 60% of engineering bachelor's degree recipients who were Idaho residents at the state's public institutions are found in the state's unemployment insurance data after graduation, suggesting that a large portion of graduates from Idaho institutions may be leaving the state.²⁸ Under 40% of out-of-state students are found in working in jobs covered by the state's unemployment insurance data (including international students, who are over-represented in engineering programs).²⁹ As a result, the total number of graduates produced by the state's public institutions may overstate the available workforce supply due to outmigration, though there are not available data for the in-migration of graduates in these fields from other states.

Importantly, data analysis for the project also revealed that women are significantly less likely to select engineering majors, although those who do so are more likely to complete their degrees.

Engineering Technology

Engineering technology programs have historically been offered at the sub-baccalaureate level, including associate degree and certificate options. Between 2018 and 2020, Idaho produced 166 associate degrees in engineering technology per year; in 2020, the highest percentage came from Idaho State University (40%) followed by the College of Western Idaho (22%), the College of Southern Idaho (17%), North Idaho College (6%), and Lewis-Clark State College (4%). The remaining 10% of the annual associate degrees were from Brigham Young University-Idaho (BYU-Idaho). Currently the state's public institutions only produce a handful of graduates in bachelor's degree programs in engineering technology — 15 per year statewide between 2018 and 2020.

While BYU-Idaho does graduate a significant number of students in CIP 15, they are largely in subcategories of the designation that may more naturally fit into descriptive categories outside of engineering. For example, their main bachelor's degree offering in Engineering Technology is in CIP 15.1202 — Computer/Computer Systems Technology/Technician (from which they produced an average of 123 bachelor's degrees per year between 2018 and 2020).

Trends in Degree Production

We begin the supply analysis with summary data on completions from all Idaho institutions. As can be seen in Figure 2, according to federally collected data, Idaho's institutions grew the number of Engineering graduates the latter part of the 2010s, but that growth has tapered off, which would be consistent with the observed decline in the number of students declaring one of these fields as their major. Figure 3 shows completions of associates degrees in engineering technology have been more volatile and in 2020 (the most recent available year of data), eclipsed 2010 numbers.

Figure 2. Annual bachelor's degree completions in engineering from Idaho institutions

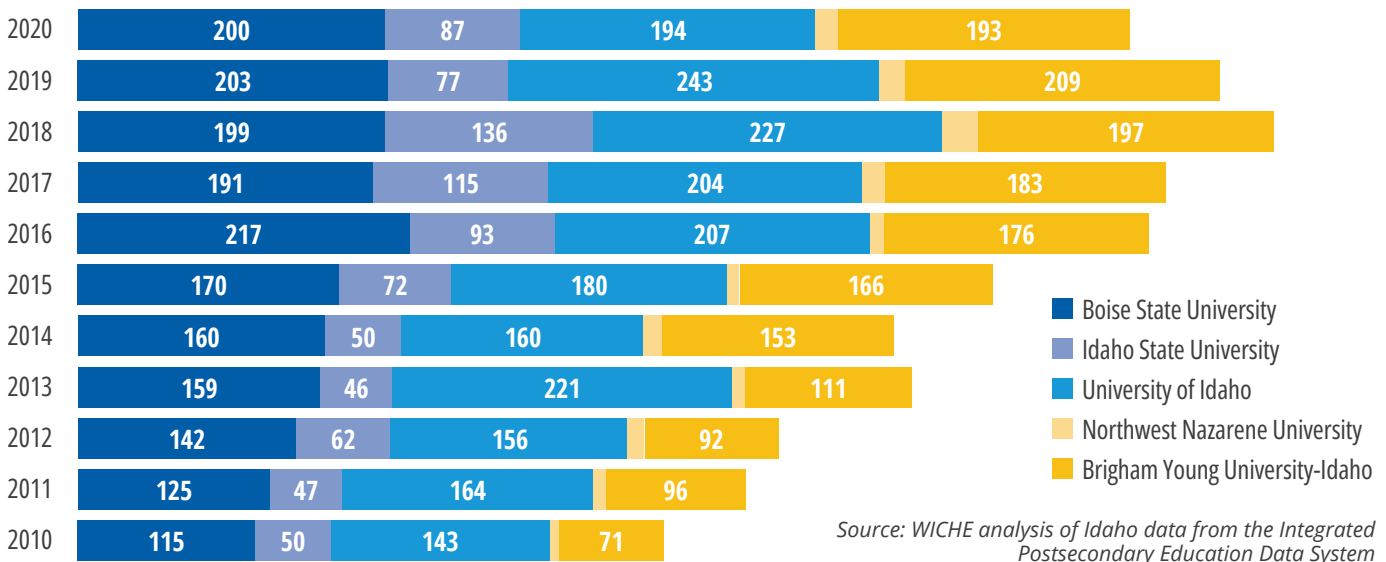
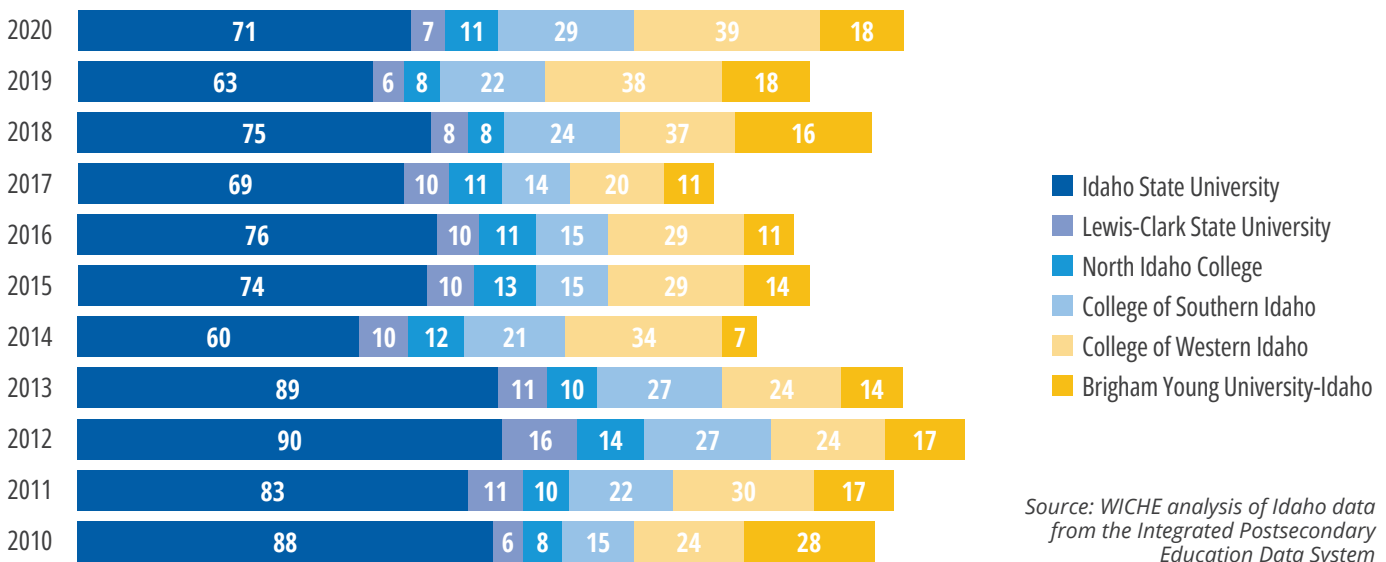


Figure 3. Annual associate degree completions in engineering technology from Idaho institutions



The growth over time for bachelor's degrees in engineering is particularly noteworthy, but further and continuing analysis is warranted to determine how much all institutions (including BYU-Idaho) contribute graduates to the workforce and whether graduates are employed in the state. As noted earlier, previous research by the Idaho State Board of Education shows that engineering graduates in particular tend to have a lower-than-average rate of being found in state employment data.³⁰

Cohort Analysis: Engineering and Engineering Technologies

Using the data from the two cohorts of students, WICHE analyzed pathways, progression, and successful student outcomes in the different majors of interest. This section presents those results, starting with descriptive data about the number and characteristics of students who opt into these majors, then similar data about those students who complete degrees in these fields.

This analysis builds toward a more complex model that estimates the association between different student characteristics, including performance on math standardized tests and student demographics, and pursuing and completing a degree in these fields. The model is not meant to provide causal conclusions, but to try to illustrate the types of students who are succeeding in these fields as a tool to assess the potential pathways for greatly expanding the number of graduates.

In this vein, this analysis is complementary to the model showing how improvements in different areas of the education pipeline are likely to impact the potential future number of graduates in different ways (please see the section below on the student flow model).

Descriptive Data – Engineering and Engineering Technologies Supply

As a first step in this analysis, Table 7 shows the percentage of students who declare a major within CIP code 14 or 15 at any point in the time frame covered by the data, as a percentage of all students that ever declared a major.

Among the 2013–14 student cohort, of all the students who declared a major, 7.5% were engineering majors at some point, which decreased to 6.0% for the 2018–19 cohort. For the engineering technologies major those numbers were 1.5% for the 2013–14 cohort and 1.3% for the 2018–19 cohort.

Table 7. Percentage of students declaring engineering and engineering technologies as a major

MAJORS	2013–14	2018–19
CIP 14 (Engineering)	7.5%	6.0%
CIP 15 (Engineering Technologies)	1.5%	1.3%
Total Students Declaring a Major	18,929	16,839

While it is not fully appropriate to draw trends from two points in time, the decline in the overall number of students declaring a major is supported by other data points and the drop in the percentage of students entering these fields is sobering. The decline in the percentage of students who ever declared engineering, when compounded with the declining overall numbers of students, represents a drop of 400 students between the 2013–14 cohort and the 2018–19 cohort. While not all of these enrollees may have graduated, it potentially illustrates the reasons for the end of the growth in degree production illustrated above.

Next, the analysis turns to examining some of the potential gaps between how likely different populations are to enter these fields. As a starting point, Tables 8 and 9 show the percentage of males and females that ever declare a major of engineering or engineering technology.

These data show what is well-known to faculty and leadership at institutions of higher education and consistent with volumes of research about gender disparities in engineering fields. This gender gap is persistent throughout the data points examined in this report and suggests that identifying ways to attract more females into the field may be an important approach. The results are statistically significant and substantively large. Discussion will return to questions around the gender gap in discussing the associations between performance on math standardized tests and success in these fields, but the gap remains persistent after taking other factors into account.

Disparities by race and ethnicity were also raised as a potential issue in discussions with employers as well as staff from postsecondary institutions. Here, the data are less clear, partly due to limited information on race and ethnicity for some individuals. The data in the table below shows the percentages of students ever declaring engineering as a major.

There are numerous interesting points from this examination. Overall, the data are clearly consistent with the decline in the number of students declaring engineering as a major. While there are statistically significant differences in the distribution across races, also of note are the sharp declines in the percentage of Asian and multiracial students who declared engineering as a major. Although the number of Asian students who declared any major grew by more than 130 students between the two cohorts, the number of those students who declared this major increased by only a single student.

Due to small numbers of graduates, a separate analysis of students declaring engineering technology as their major disaggregated by race/ethnicity is not included.

Table 8. Percentage of students declaring engineering as a major by gender

MAJORS	2013-14	2018-19
Female	2.1%	2.0%
Male	13.9%	11.0%
Total Students Declaring Major	18,929	16,839

Table 9. Percentage of students declaring engineering technologies as a major by gender

MAJORS	2013-14	2018-19
Female	< 1%	< 1%
Male	2.7%	2.6%
Total Students Declaring Major	18,929	16,839

Table 10. Percentage of students ever declaring engineering as a major by race/ethnicity

RACE/ETHNICITY	2013-14	2018-19
Black/African American	4.5%	4.0%
Asian	16.1%	10.7%
NHOPI	***	***
AI/AN	4.4%	4.0%
White	6.3%	5.9%
Multiracial	9.9%	6.9%
Hispanic	4.8%	4.5%

***Redacted due to small cell sizes.

Research shows that students' math knowledge is highly predictive of selection of engineering (and ultimate success), with some caveats that this can be moderated by improvements in self-perception of math abilities and strong goals.³¹ Table 11 shows the percentage of students scoring at each level of the ISAT who ever declared engineering as a major, while the subsequent table showing the same results by band of results on the math portion of the SAT.

As would be expected, for both exams there is a clear and consistent pattern of students with higher math scores being associated with a higher likelihood of ever declaring engineering as a major. Referring back to the previous data points on gender, it is also a worthwhile question to consider whether the gender gap in declaration of engineering as a major is partially explained by differences in performance on math exams by gender.

This data point shows that the gender gap persists even among students with equivalent math performance. It shows that of students from the 2018–19 cohort, only about seven percent of females with the highest math scores on the ISAT ever declared engineering as a major, while just under 26% of males with similar scores did. Looking at the spread for students who scored over 600 on the math portion of the SAT, just under eight percent of those females ever declared engineering as a major compared to almost 24% of males. For females, high math scores appear to have less of an association with declaration of engineering as a major.

The smaller number of students in engineering technologies precludes a detailed analysis of the relationship between math and major declaration, though the results do not suggest as strong of a relationship between performance on math standardized tests, nor are they statistically significant.

Throughout the course of the project, discussions with employers and others raised questions about the role of Idaho's geography in producing engineers. In particular, respondents wondered whether those from more rural areas may be less likely to enter into these fields. The data suggest there may be some truth to this, with statistically significant differences in the percentage of students from each location that ever declare engineering as their major. The numbers for both cohorts are presented in Table 14.

Table 11. ISAT scores and declaration of engineering as a major

ISAT COMPOSITE LEVEL	% OF STUDENTS DECLARING ENGINEERING
1	1.3%
2	3.3%
3	6.1%
4	16.0%

Table 12. SAT scores and declaration of engineering as a major

SAT SCORE RANGE	% OF STUDENTS DECLARING ENGINEERING
< 301	0%
301–400	< 1%
401–500	1.9%
501–600	5.4%
601–700	12.9%
701–800	28.1%

Table 13. Percentage of students with high math scores declaring as engineers

EXAM	% OF MALES DECLARING ENGINEERING	% OF FEMALES DECLARING ENGINEERING
ISAT Level 4	25.7%	6.8%
SAT Math > 600	23.8%	7.7%

Table 14. Percentage of students from each locale ever declaring engineering as a major

COHORT YEAR	CITY	SUBURB	TOWN	RURAL
2013–14	9.2%	5.1%	5.6%	5.6%
2018–19	8.1%	6.3%	4.9%	5.8%

The location information comes from students' high school records, and does not cover the entire cohorts, but the results are suggestive of a modest difference with students from urban areas more likely than those from rural areas to declare engineering as a major. These results are statistically significant.

With smaller numbers of students opting into engineering technologies, the results differ. For the 2013–14 cohort, there are no statistically significant differences, but for the 2018–19 cohort, there are differences, with students from rural areas more likely to pursue that pathway. The results are shown in Table 15.

Table 15. Percentage of students from each locale ever declaring engineering technologies as a major

COHORT YEAR	CITY	SUBURB	TOWN	RURAL
2013–14	1.2%	0.9%	1.0%	0.8%
2018–19	.9%	.9%	1.7%	2.6%

Student Characteristics and Graduation

The data above shows how different student characteristics are associated with declaring one of the two broad engineering categories as a student major. This section focuses on the association between those same student characteristics and student success — defined as completing a degree — of those who ever declared one of these two fields as a major. Because the cell sizes shrink considerably when only using a subset of students (in this case, those that ever declared engineering or engineering technologies as a major), some of the analyses are not as fully disaggregated as above.

Overall, approximately 29% of students who ever declare any major in the two cohorts ultimately end up completing a degree. The data in the tables below show that the success rate for those who ever declare engineering is higher, and about the same for engineering technologies. As one would expect, the percentage of those completing a degree in the 2018–19 cohort is lower, which is likely mainly due to there being fewer years for those students to complete their studies.

Table 16. Degree completion rates for students that ever declared engineering as a major

COHORT YEAR	GRADUATED	GRADUATED IN ENGINEERING
2013–14	45.6%	68.3%
2018–19	27.9%	75.9%

Table 17. Degree completion rates for students that ever declared engineering technologies as a major

COHORT YEAR	GRADUATED	GRADUATED IN ENG. TECH
2013–14	36.0%	68.8%
2018–19	19.2%	78.4%

These tables show the percentage of students who declared the noted major who graduated. The third column shows the percentage of those graduates who completed their degree in the field of interest.

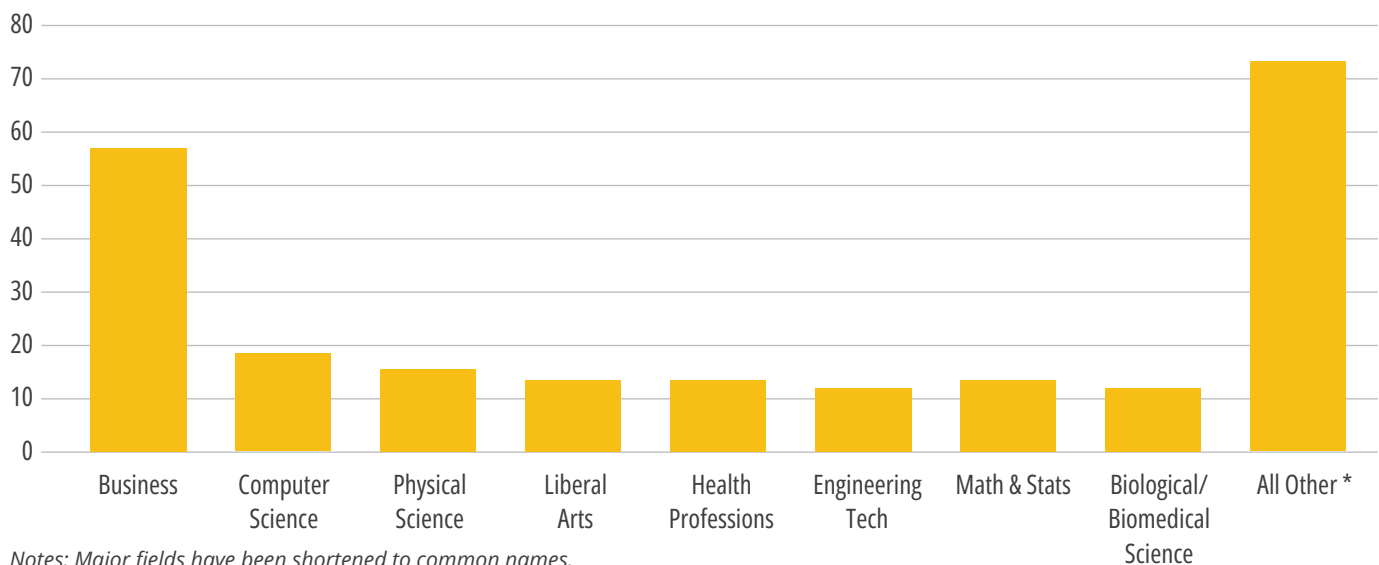
This shows that of those who graduated and at any point in their academic career declared engineering (CIP 14) as a major, in the 2013–14 cohort, about 68% graduated in engineering, while 76% of those same students from the 2018–19 cohort did so. Without broader analysis, it is difficult to determine whether this represents a material change between the cohorts or whether the shorter time horizon explains the difference. It could be that those who left the major will take longer to graduate, so over time, both the percentage of students from that cohort who graduate will increase and the number graduating in other fields will increase, driving down the percentage who graduate in engineering.

It is also difficult to know whether this number is good, bad, or indifferent without comparators from other years, and possibly other states and institutions. Even cross-state applicability and generalizability is questionable due to differing state contexts.

However, this type of pipeline metric would be essential to monitor and understand as this broader initiative continues to move forward. The interested parties should pay close attention to the pipeline and how it may change.

One key question from this analysis is what other fields these students are graduating in. Figures 4 and 5 show the most popular alternative majors for this population.

Figure 4. Majors of graduates who completed degrees in other fields after declaring as an engineering major, 2013–14 cohort



Notes: Major fields have been shortened to common names.

*The "all other" category includes numerous majors, but none with a graduate count above nine individuals.

This shows that business was by far the most popular alternative major for those that ever declared engineering as a major. It also suggests that further analysis is warranted to help analyze why students are leaving the major and whether policy or practice decisions might lead to greater completions. Although business majors are important to the economy, converting graduates from that major to engineering may not cause as much concern as it would if most of the students who switched majors moved to education or nursing-related fields, given the state's workforce shortages in those areas.

Similar data for the 2018–19 cohort shows fewer majors, which is not surprising given that a smaller number of students from that cohort graduated in other fields. The most prevalent other fields were business and liberal arts.

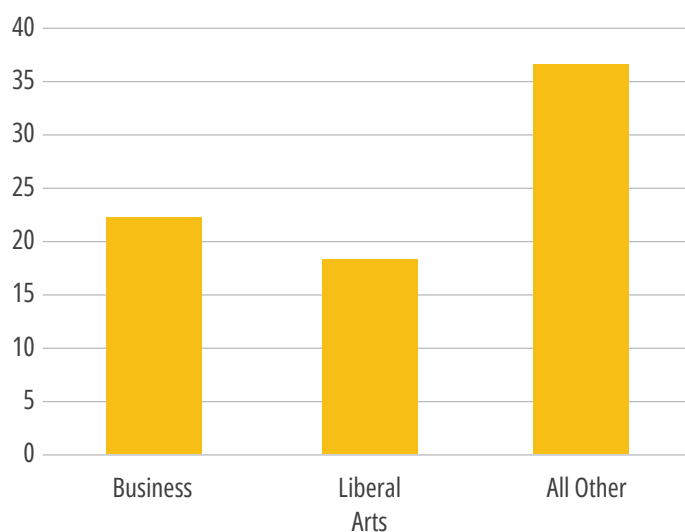
Now we turn to examining whether different student characteristics are associated with differences in the rates at which students who ever declare engineering as a major graduate in engineering. Looking at differences by gender, there are very slight, but not statistically significant differences, with both females and males who ever declare engineering completing in engineering at relatively similar rates (although those women are more likely to graduate overall).

The smaller sample sizes for engineering technology do not support disaggregated analysis.

Math scores again are only available for a subset of the 2018–19 cohort, but are suggestive of a strong relationship. With small sample sizes, it is not possible to draw firm conclusions, but among those students who ever declared engineering as a major and ultimately graduated, those who, for example scored in the highest levels of the ISAT and SAT were more likely to graduate in engineering. Again, these results are only suggestive due to the limited coverage of math exam results, but are worth further consideration as this initiative continues.

Examining data by location again shows suggestive, but not statistically significant, differences with rural students who declare engineering as a major being just slightly less likely to graduate in engineering compared to peers from other locales.

Figure 5. Majors of graduates who completed degrees in other fields after declaring as an engineering major, 2018–19 cohort



Notes: Major fields have been shortened to common names.

The "all other" category includes numerous majors, but none with a graduate count above nine individuals.

Probability model

From here, we examine the student characteristics that are associated with completing a degree in engineering and engineering technology. Through a model that incorporates multiple characteristics, we are able to isolate, for example, the association between gender and completion while controlling for a student's high school location and math scores. It is important to note that this is not a causal analysis. The results discussed below do not prove that any particular student characteristic causes increased or decreased success rates but are suggestive of important relationships that should be considered as part of this initiative.

As would be expected based on the summary statistics provided above, as well as other pre-existing research, the factors associated with the biggest difference in the probability of graduating with an engineering degree are being male and scoring well on standardized tests. The model used, called a logistic regression, shows whether the likelihood of the outcome of interest — in this case, graduation with a degree in engineering — increases or decreases with a change in one variable while controlling for others.³²

Females, even when controlling for race/ethnicity, location of high school, and math performance are about 22 times less likely to graduate with an engineering degree than males. This result is statistically significant, and, to say the least, substantively large. Again, it is worth emphasizing that this is when we also controlled for math results, so this strong relationship holds when math results are equivalent.

The math results also show strong statistical significance and pointed in the direction that would be expected. Students achieving a rating of three on the ISAT were about three times less likely to graduate in engineering than those who achieved the highest rating (again, the results were statistically significant). Students achieving a rating of two were about 10 times less likely to graduate (also statistically significant.)

The limited availability of data on math exam results greatly decreases the number of observations, making it difficult to assess in particular, the relationship between race/ethnicity and graduation in engineering while controlling for location and previous math performance.

The limited data available for math results shrank the number of observations which likely contributed to the lack of statistically significant results for location and race/ethnicity. We repeated the model without the math results, which is not ideal, because it is clearly an important factor. But the model can still show important areas for consideration.

In this second model, being female is again negatively associated with graduating in engineering. The results also show a statistically significant difference, with students who came from cities just about twice as likely to graduate in engineering as those from rural areas. Additionally, students with a multiracial background were about 2.3 times more likely than white students to graduate in engineering, while Hispanic students were about half as likely as white students to do so. All of these results were statistically significant.

In summary, these results confirm what is already suspected. It is clear that there is a strong negative association between being female and completing a degree in engineering, even when controlling for math performance. Additionally, it appears possible that there are important differences worth considering related to race/ethnicity. As Idaho's employers and higher education institutions begin considering how best to boost the number of engineers, addressing gender gaps appears to be a high priority.

Also, it is clear from these results, as well as the knowledge and expertise of institutional faculty and staff, that math skills are particularly important.

Student Flow Model

The final component of the supply analysis is a model that allows us to examine how many degrees the state is expected to produce in the coming years based on current and recent trends around college go-on rates, progression in postsecondary education, and other factors. This is particularly helpful for identifying where significant changes to the pipeline of students will have the greatest impact on the number of graduates over time. This model should not be viewed as a "crystal ball" that perfectly predicts what will happen in the future based on different inputs (like increased high school graduation rates). Instead, it should be viewed as a tool that gives industry experts, policymakers, and other interested parties a sense of which metrics and data points are particularly important if the state aims to substantially increase degree production in these fields.

Current Trends Continue

If current trends in high school graduation rates, college-going rates (both of directly out of high school for in-state and out-of-state students as well as first-time college participation of 20–44-year-olds), progression year-over-year in postsecondary, and credential completion continue through 2029–2030 the state can expect their degree production in fields of interest to hold nearly flat with an increase of less than one percent in both engineering and engineering technology.

Table 18. Current and projected additional undergraduate engineering awards by credential type

	CURRENT UNDERGRADUATE AWARDS (2019–21 PEDS AVG.)		PROJECTED ADDITIONAL AWARDS (2021–22 THROUGH 2029–2030)	
	ENGINEERING	ENGINEERING TECH	ENGINEERING	ENGINEERING TECH
Certificates	21	137	1	1
Associates	29	166	0	2
Bachelor's	737	202	37	2

The data allows for this projection to be broken down by institutional sector as well — with the “Public Research” category encompassing Boise State University, Idaho State University, and the University of Idaho.

Table 19. Current and projected additional undergraduate engineering awards by institutional sector

	CURRENT UNDERGRADUATE AWARDS BY PROGRAM (2019–21 PEDS AVG.)		PROJECTED ADDITIONAL AWARDS BY PROGRAM (2021–2022 THROUGH 2029–2030)	
	ENGINEERING	ENGINEERING TECH	ENGINEERING	ENGINEERING TECH
Public Research	543	115	36	1
Public Masters and Bachelors	4	11	0	2
Public Two-Year & Less Than Two-Year	25	175	0	2
Private	215	204	1	2

Increasing the High School Graduation Rate

Beginning with the model’s first lever, high school graduation rates, we can explore the impact of an increase to the state’s overall high school graduation rate on credential production in our fields of interest. If Idaho were to increase their overall high school graduation rate from its current 80% to just under 91% — an average of the highest state high school graduation rates in the country — the model projects modest degree gains over time at about seven additional bachelor’s degrees in engineering per year and less than one additional associates degree per year in engineering technology. This is not surprising, given the relatively strong current high school graduation rate, there is simply limited room to grow.

Table 20. Projected additional undergraduate engineering awards with an increase in high school graduation rate

	PROJECTED ADDITIONAL AWARDS BY PROGRAM – CURRENT TRENDS (2021–22 THROUGH 2029–2030)		PROJECTED ADDITIONAL AWARDS BY PROGRAM – WITH HS GRAD RATE AT AVERAGE OF BEST-PERFORMING STATES (2021–22 THROUGH 2029–2030)	
	ENGINEERING	ENGINEERING TECH	ENGINEERING	ENGINEERING TECH
Certificates	1	1	2	2
Associate	0	2	0	2
Bachelor’s	37	2	52	3

Increasing the College-going Rate

One of the most critical areas to examine is how changes to Idaho's college-going trends might impact future degree production. Between 2017 and 2020, the state saw a declining "go-on" rate, the percentage of graduating Idaho high school seniors who enroll directly in college the following fall, decreasing by over 10 percentage points during this period.³³ As the table below demonstrates, increasing college go-on rates for students directly out of high school has a more dramatic impact on degree production. If Idaho were to achieve a go-on rate of 47%, which is the national average as well as a rate the state exceeded as recently as 2018, the model suggests that could lead to 80 additional bachelor's degrees in engineering over the course of the projections. This would more than double the 37 additional bachelor's degrees expected with the current go-on rate. If the state were to approach a more aspirational goal — such as the nearly 58% seen in state's with the highest go-on rates — that number more than triples, with 118 additional degrees projected.

Table 21. Projected additional undergraduate Engineering awards due to increased go-on rates

	PROJECTED ADDITIONAL AWARDS BY PROGRAM – CURRENT TRENDS (2021–22 THROUGH 2029–2030)		PROJECTED ADDITIONAL AWARDS GO-ON RATES AT NATIONAL AVG. (2021–22 THROUGH 2029–2030)		PROJECTED ADDITIONAL AWARDS GO-ON RATES AT TOP-PERFORMING AVG. (2021–22 THROUGH 2029–2030)	
	ENG.	ENG. TECH	ENG.	ENG. TECH	ENG.	ENG. TECH
Certificates	1	1	3	3	4	5
Associate	0	2	1	4	1	6
Bachelor's	37	2	80	5	118	8

While different methods of calculating the go-on rate can offer different perspectives — for example using a three year after-high school timeframe to better capture students who take time off for a gap year or a Church mission — it is clear that increases in the go-on rate are an important piece of the puzzle.

Increasing Out-of-State Students

Findings from the State Board of Education have also revealed some substantial increases in out-of-state students opting to attend college in Idaho in recent years — including a 21% jump in enrollment at Idaho universities from fall 2019 to 2022.³⁴ While there is speculation this was driven by pandemic-related trends, if out-of-state enrollment continued to grow at a rapid pace, we can see this also leads to a small uptick in engineering degree production.

Table 22. Projected additional engineering undergraduate awards with increased out-of-state directly out of high school (DOHS) college-going numbers

	PROJECTED ADDITIONAL AWARDS CURRENT TRENDS (2021-22 THROUGH 2029-2030)		PROJECTED ADDITIONAL AWARDS – OUT OF STATE DOHS COLLEGE-GOING INCREASED 10% (2021-22 THROUGH 2029-2030)		PROJECTED ADDITIONAL AWARDS – OUT OF STATE DOHS COLLEGE-GOING INCREASED 20% (2021-22 THROUGH 2029-2030)	
	ENG.	ENG. TECH	ENG.	ENG. TECH	ENG.	ENG. TECH
Certificates	1	1	2	2	2	2
Associate	0	2	0	2	0	2
Bachelor's	37	2	44	4	51	6

Increasing College Participation of 20-44-year-olds

Another way to explore this question is to look at the first-time college participation rate of the state's 20-44-year-old population. Currently, Idaho's participation rate for this population is 1.55%, however, the national average is just over 2% and the best-performing states sit above 3%. Attracting more adult students into the educational pipeline leads to even larger projected increases in degree production — at the top end of the range leading to nearly 30 additional bachelor's degrees in engineering per year over the projections period, more than a six-fold increase over current trends.

Table 23. Projected additional undergraduate engineering awards with an increase in first-time (FT) college participation rates of 20-44 year-olds

	PROJECTED ADDITIONAL AWARDS – CURRENT TRENDS (2021-22 THROUGH 2029-2030)		PROJECTED ADDITIONAL AWARDS – FT PARTICIPATION RATE AT NATIONAL AVG. (2021-22 THROUGH 2029-2030)		PROJECTED ADDITIONAL AWARDS – FT PARTICIPATION RATE AT BEST-PERFORMING AVG. (2021-22 THROUGH 2029-2030)	
	ENG.	ENG. TECH	ENG.	ENG. TECH	ENG.	ENG. TECH
Certificates	1	1	4	4	9	9
Associate	0	2	1	4	1	9
Bachelor's	37	2	93	3	229	6

Improving Postsecondary Progression Rates

Another scenario the model can explore is what a change in progression rates from year-to-year in our fields of interest might look like. For example, a 10-percentage point increase in progression rates (first-to-second year, second-to-third year, and third-to-fourth year) in engineering programs would generate more than three times the number of degrees with no change (about 12 new bachelor's degrees in engineering per year between 2021 and 2029). A 10-percentage point increase in progression rates is a dramatic improvement — research shows one intensive program increased retention rates in STEM fields between nine to 15 percentage points — necessitating a significant investment from the institution and including robust student support services.³⁵ A 10-percentage point increase in engineering and engineering technology progression rates across all institutions and each year-to-year transition would be an aspirational goal.

Table 24. Projected additional engineering undergraduate awards with an increase in year-to-year progression rates

	PROJECTED ADDITIONAL AWARDS BY PROGRAM – CURRENT TRENDS (2021–22 THROUGH 2029–2030)		PROJECTED ADDITIONAL AWARDS BY PROGRAM – 10-PERCENTAGE-POINT INCREASE IN PROGRESSION RATES (2021–22 THROUGH 2029–2030)	
	ENGINEERING	ENGINEERING TECH	ENGINEERING	ENGINEERING TECH
Certificates	1	1	5	8
Associate	0	2	1	8
Bachelor's	37	2	128	2

Student Flow Model Conclusions

Of course, no model can perfectly capture all the needed inputs nor perfectly predict outcomes. Rather, their true value lies in exploring the patterns and trends that could emerge in different scenarios by making adjustments to the inputs based on estimates of possible — if aspirational — future directions drawn from existing data and research findings.

The model levers possible with the available data show us that impacting college participation will be a key factor in increasing degree production for engineering at the bachelor's level, while important questions such as breakdowns by gender and major choice remain unanswered.

Engineering Demand

Key Findings

Taken together, historical trends that show growth in engineering employment over the last decade, projections that predict continued occupational growth, and recent qualitative data that suggest hiring demand for engineers is already exceeding these growth projections demonstrate a robust labor market for graduates with degrees in engineering fields.

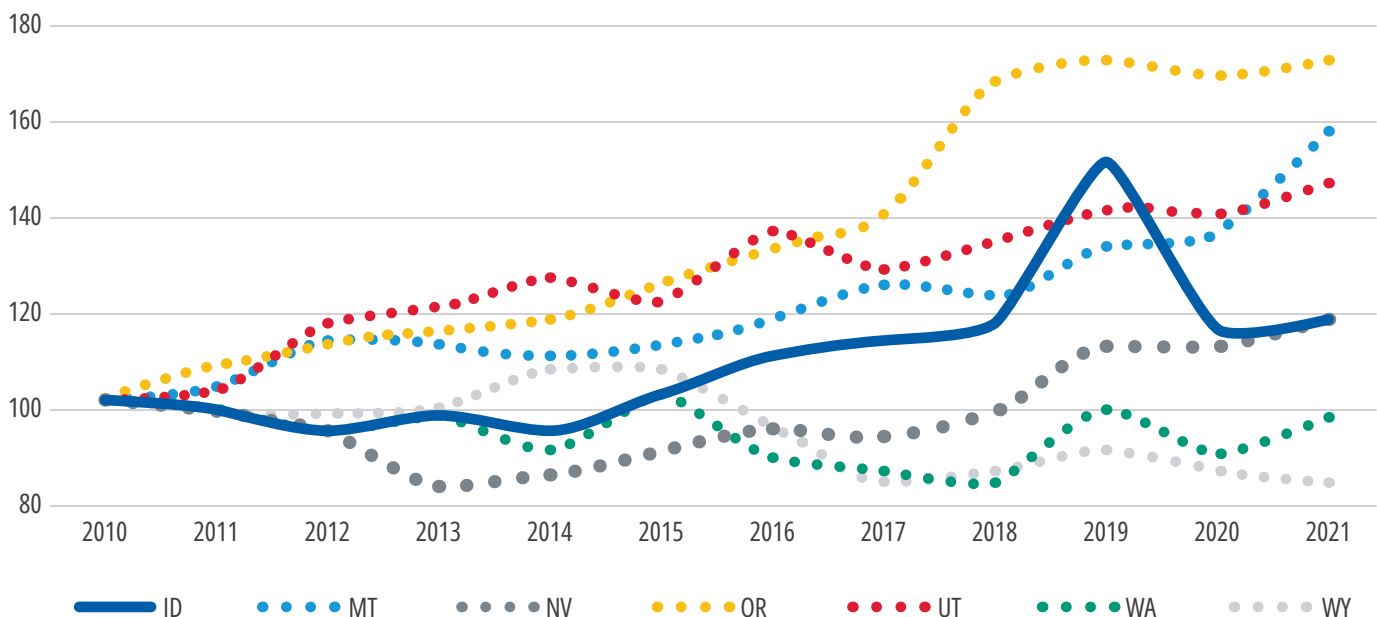
A key question for additional study will be the relationship between engineering and engineering technology fields in terms of employer demand and higher education degree production.

Historical Data

From 2010 to 2021, employment in engineering occupations in Idaho grew at a comparatively moderate pace, with BLS estimating 7,450 Idaho engineers in 2010 and that number rising to 8,710 by 2021. Among Idaho's surrounding states, Oregon saw the most dramatic growth in engineering employment during this time period, followed by Utah and Montana, while Nevada more closely matched Idaho's own growth trajectory.

However, there are some important differences in the overall number of engineers estimated to be working in each state. In the northwest, Washington employs significantly more engineers than any of Idaho's other neighbors, followed by Oregon and Utah.³⁶

Figure 6. Engineering occupational employment growth overtime in Idaho and surrounding states

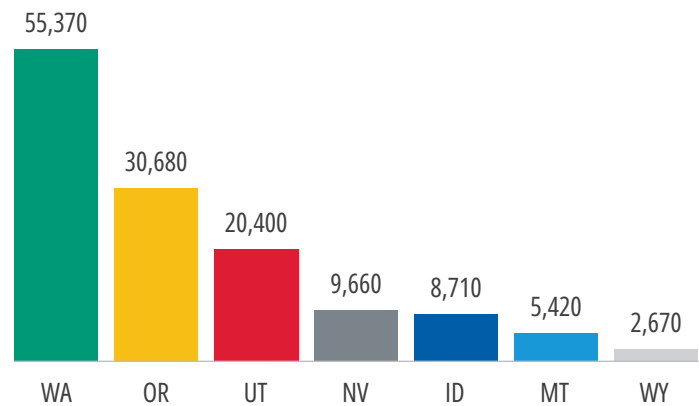


Note: Data are indexed where 100 = Number of Jobs in 2010

Source: Bureau of Labor Statistics, Occupational Employment Statistics (OES) Survey

The combination of ongoing regional growth and large engineering labor markets in neighboring states suggests that Idaho's engineering graduates likely have — and will continue to have — competing employment opportunities in surrounding states. This is further confirmed by a 2017 study on the inter-state movement of licensed professional engineers educated in Idaho, which showed that while a preponderance remain in the state, the most common alternative destination for engineering graduates was Washington.³⁷

Figure 7. Engineering occupational employment in Idaho and surrounding states (2021)



Source: Bureau of Labor Statistics, Occupational Employment Statistics (OES) Survey

Projections

Looking forward, there is moderate growth projected for engineering as an occupational field nationally, with an increase of about 5% between 2021 and 2031. Meanwhile in Idaho, the state Department of Labor projects more dramatic growth, with the occupation growing 17% between 2020 and 2030. The Idaho Department of Labor projects that there will be 984 annual job openings in engineering due to turnover and growth each year between now and 2030.³⁸

However, due to the timing of the state-level projections, the impacts of relevant policy developments such as the federal Infrastructure Investment and Jobs Act (IIJA) and CHIPS and Science Act are not yet reflected. One engineering industry group estimates that infrastructure projects funded by the IIJA alone will increase the need for engineers nationally by 82,000 and notes that these increases will affect every state given the distribution of funding.³⁹ Meanwhile, the CHIPS and Science Act has spurred growth in Idaho's semiconductor industry, most notably Micron's planned expansion, including the construction of a new manufacturing fab in Boise projected to create 2,000 jobs — including a subset in engineering technology fields.⁴⁰

Therefore, it is likely that the 2020 projections underestimate the total number of new jobs in engineering that will be available in Idaho in the coming years.

Another crucial point is that the projected annual job openings only describe what employers are projected to need — they do not say anything about the availability of workforce to fill these openings.⁴¹ Employer interviews revealed that workforce shortages in the short term have already contributed to suppressed workforce demand. One engineering firm described turning down projects and ultimately growth opportunities for their firm because of a lack of qualified engineers available to do the work. They also noted that this can then lead to overwork and burnout for existing employees — further exacerbating supply issues. Another Idaho employer, with offices across the country, shared that they would like to hire locally, but would hire outside the state if they couldn't find the candidates they needed.



"If we can't hire them here than we will grow in other areas. We will go where the graduates are. We have [multiple] other offices [across the country]."

– Idaho Engineering Employer

While it is not possible to directly quantify these impacts, these comments suggest that an increase in the supply of engineers could potentially enable business growth and expand hiring demand beyond current projections, alternatively, a continued undersupply could have a dampening effect on demand.



"If we were able to fill all our positions, we'd be able to get more revenue in and more clients and we'd then have demand for more engineers... we've been stifled by an inability to find people to do the work, we have more work than we have people to do."

– Idaho Engineering Employer

Engineering Technology

The linkage between engineering technology educational programs and occupations is not as direct as the link between many engineering degrees and occupations. For example, you'd likely hire someone with a bachelor's degree in civil engineering to fill a civil engineer role. However, our qualitative analysis suggested that employers in Idaho often approach technician roles with more flexibility, hiring from a variety of STEM-related degree fields and providing on-the-job training for needed skillsets. While the employer survey discussed below revealed robust demand for bachelor's degrees in engineering technology fields, as noted in the supply section, the state does not currently produce a large number of bachelor's in engineering technology fields.

Employer Survey

The employer survey conducted for this project provides further evidence that the 2020–2030 state projections may underestimate demand. While the employer survey sample was not representative of Idaho as a state, Table 25 illustrates respondents' self-reported number of Idaho-based engineering employees compared to state estimates of total employment within engineering occupations to provide some sense of the coverage offered by the survey.

Table 25. Employer survey respondent engineering employees in Idaho vs. total of state engineering employees

	STATE TOTAL 2020	STATE TOTAL 2023 (ESTIMATED)	SURVEYED COMPANIES (ESTIMATED)*
Engineering Occupations (17–2000)	10,321	10,892	6,478

*Survey response options were presented as ranges and these totals assume a midpoint value of the selected range.

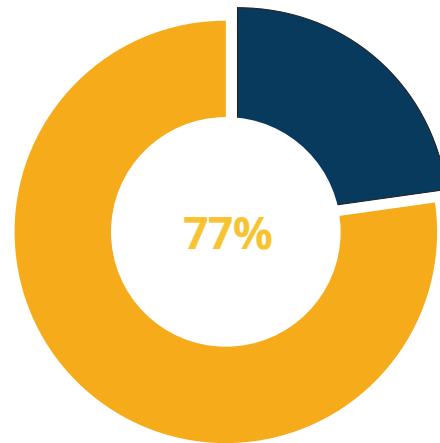
Among employers looking to hire workers in engineering roles, approximately two-thirds were looking for applicants with a bachelor's degree in an engineering or engineering technology field. However, it is important to note a subset of employers had a significant need for more advanced degree types, with nearly 20% of respondents looking for applicants with a masters' degree in engineering, and three percent seeking to hire candidates with doctoral degrees.

Respondents estimated that they are trying to hire nearly 2,000 employees with degrees in engineering and engineering technology fields within the next 12 months alone, almost double the DoL projected average annual openings. This number grows to 4,377 over the next five years, and up to 5,325 over the next 10 (even though some employers were not able to speculate beyond the five-year time horizon).

Nearly 80% of respondents indicated that they are struggling to fill jobs requiring engineering degrees.

Another key theme from the survey — as well as employer interviews — was the quality of Idaho graduates. The survey results demonstrated a strong employer preference for hiring from Idaho institutions, with 92% of responding companies agreeing that “Hiring graduates from Idaho colleges and universities is important to us.” and nearly 80% responding that Idaho universities are not producing enough graduates for their hiring needs.

Figure 8. Percent of survey respondents currently struggling to fill jobs that require a postsecondary engineering degree



Engineering Gap Analysis

The available quantifications of supply and demand indicate a gap between the number of engineering and engineering technology graduates from Idaho public institutions and the needs of Idaho’s employers. The magnitude of the gap differs depending on the exact specifications used.

Considerations:

- **Type of Degree:** There is demand for a range of degree types — from associates to doctoral degrees — among Idaho’s employers, although the majority of the demand appears to be at the bachelor’s level. More detailed analyses exploring employers’ demand for specific degree types could be a potential next step. Moreover, in engineering different specializations prepare graduates for different occupations with limited substitutability. The state may wish to focus on particular areas of importance to the state and its industries. For this initial analysis, all engineering degree types have been aggregated into a broad “engineering” category.
- **Institutional Sector:** The focus of this work is public institutions and their degree production, however, private institutions — in particular BYU-Idaho — also play a key role in producing graduates. Considering how to include the impact of private institutions (and what percentage of their graduates remain in Idaho) is another question for future study.



“Idaho has had a fantastic record of producing graduates that can work shoulder to shoulder with engineering graduates from anywhere in the country — Purdue, Yale, Kansas State, Penn State, all the best engineering schools — we produce really, really good engineers which is unusual for a small, rural state”

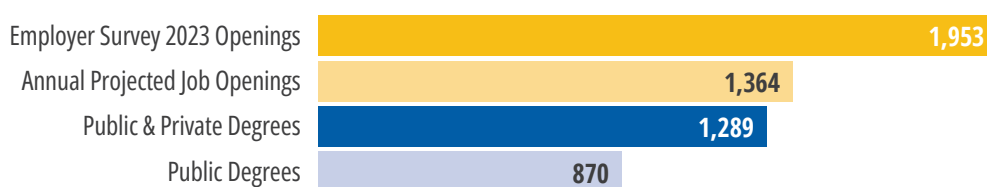
– Idaho Engineering Employer

- **Migration:** Past research demonstrates that Idaho will lose some percentage of recent engineering graduates to jobs in other states. Therefore, not all of the graduate “supply” will end up in the state’s labor market. Nonetheless, qualitative work did reveal that some engineers educated in Idaho opted to come back as mid-career professionals. Though these numbers cannot be quantified with available data sources, it is important to keep these in- and out-flows in mind when considering approaches to increasing supply. With previous research showing engineering graduates are among the most likely to leave the state, industry should focus on retaining a greater percentage of recent graduates in the state.
- **Time Horizon:** Projections by nature become less reliable the farther they stretch from baseline data. As a result, short-term projections have the greatest likelihood of accuracy. For this reason, numerical gaps are only presented for a 12-month period. The available data suggest that the gap between supply and demand will widen over time as Idaho (without intervention) produces only a very modest additional number of engineering graduates year- over-year and employer hiring demand rises to 4,377 job openings for candidates with a degree in engineering/engineering technology by 2028 (as indicated in the employer survey). Yet the demand-suppressing effects of workforce shortages that can lead employers to limit growth or relocate as described in interviews might ultimately drive down the overall amount of hiring demand. It’s important to note that while the “gap” between supply and demand would lessen in this scenario, Idaho’s economy would still be losing out on potential growth.

Summary

The available numbers (see the figure below) and the robust employer demand expressed in survey responses and interviews suggest that Idaho’s labor market would benefit from a significant increase in the number of engineering and engineering technology graduates. However, supply modeling shows that the pipeline of students prepared to enter and succeed in Idaho’s programs is not large enough to drive the increases Idaho employers are looking for. Taken together, these results suggest an investment in Idaho’s student pipeline is needed.

Figure 9. Idaho degree production for engineering and engineering tech compared to projected job openings and employer survey job demand



Sources: Integrated Postsecondary Education Data System, Idaho Department of Labor Occupation Projections (2020–2030), WICHE Employer Survey

COMPUTER & INFORMATION SCIENCE

Computer & Information Science Supply

The National Center for Education Statistics (NCES) classifies computing degrees as “Computer and Information Science and Support Services: Instructional programs that focus on the computer and information sciences and prepare individuals for various occupations in information technology and computer operations fields.”⁴² Similar to engineering, historical trends in computer-related degree production at the bachelor’s level in Idaho — also the typical entry-level credential for many in-demand computer-related professions⁴³ — show growth between 2010 and 2020. Supply modeling shows that if contributing trends persist, Idaho can expect only minimal increases in the number of computer-related graduates produced annually by its public institutions.

Research shows that a relatively high percentage of computer-related public institution graduates stay in Idaho, with over 70% of in-state bachelor’s graduates employed in the state after graduation and over 50% of out-of-state graduates.⁴⁴ At the associates level, an impressive 78% of non-resident students end up in Idaho’s workforce after graduation, a percentage point higher than the 77% of resident students who are found in the state’s workforce.⁴⁵

Cohort Analysis – Computer Science

This analysis follows a similar path as the previous one for engineering and engineering technologies. Using student-level data from the two cohorts (2013–14 and 2018–19 first-time postsecondary students) we present descriptive data about the number and characteristics of students who enter this major and go on to complete a degree in the field. For convenience, the full name of the field is shortened to “computer science” throughout this section.

We also conclude this section with a more advanced model that controls for student characteristics to examine relationships that may be useful in charting a path forward for this initiative.

Alternative Credentials & Skills-Based Hiring

Employers throughout the technology sector expressed a strong preference for skills over specific degree types. Many noted that they consider a candidate’s portfolio of work ahead of their academic credentials.

While this might suggest employers are flocking to hire graduates of bootcamps or other short-term credential offerings, qualitative work suggested that this is not the case in Idaho.

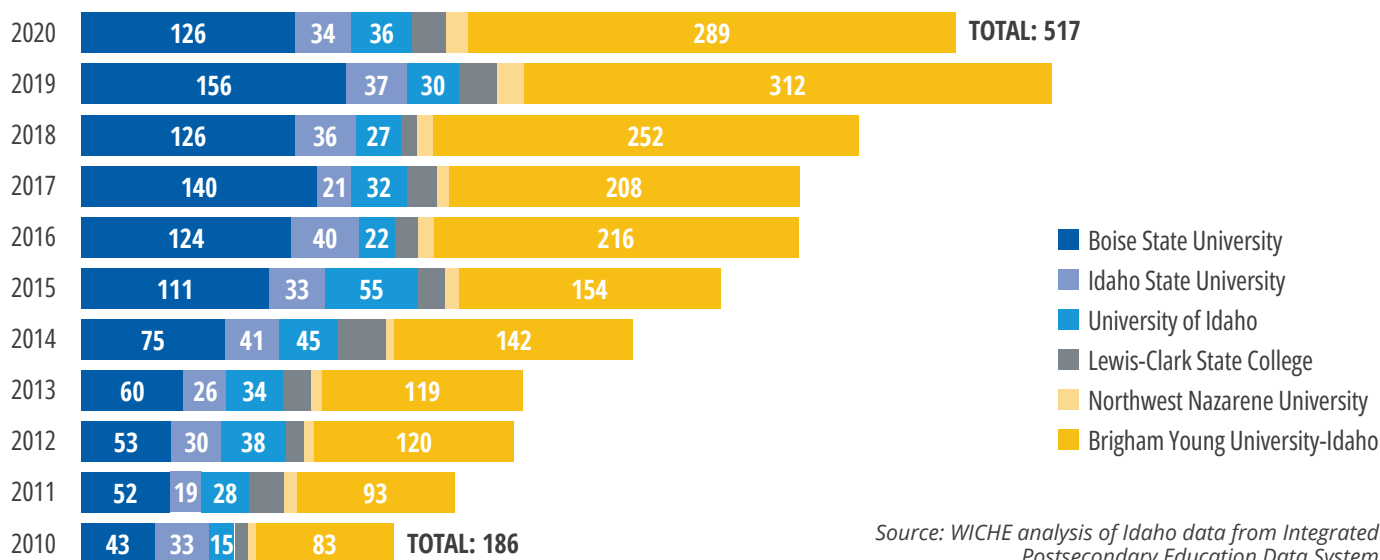
Overwhelmingly, survey respondents and interviewees in the tech sector noted that their most successful candidates came from either traditional academic pathways (such as a bachelor’s degree in computer science) or from backgrounds with robust on-the-job training — such as cybersecurity experience gained in the military. Several employers shared that candidates from shorter-term training providers like bootcamps did not bring the desired skill level.

Therefore, despite the focus on skills-based hiring in the tech sector, degrees in computer and information science do seem to continue to offer a reasonable proxy of supply (so long as they continue to offer high-level skills training and relevant curricula).

Summary Statistics

As a first step in this analysis, we show the state trends in degree production for Computer Science. Similar to the analysis above, WICHE also examined the number of degrees produced over the past 10 years at Idaho institutions. Those results are presented in the below.

Figure 10. Annual degree completions in computer science



At first glance, the numbers show impressive growth, nearly tripling from 2010 to 2019. However, much of that growth comes from private institutions (particularly BYU-Idaho). While that could be an important source of degree production, it is not clear what percentage of those graduates are located in Idaho and how many may be located in other states completing degrees via distance education.

There was substantial growth in the public sector from 2010 through 2015, but at that point, the growth for public institutions essentially levels off. While the private sector could be an important sector to consider, it is generally beyond the scope of this report.

Next, we begin to use the student-level data from Idaho public institutions to better understand the pipeline for computer science. The first step in this analysis shows the percentage of students who declare computer science as a major.

For the 2013–14 cohort, of all the students who ever reached the point of declaring a major, four percent declared Computer Science (CIP 11) at some point in their academic career. This grew to nearly five percent in the 2018–19 cohort, representing an increase of 40 total students (due in part to the shrinking overall size of the 2018–19 cohort compared to 2013–14.)

Table 26. Students declaring computer science as a major

COHORT	STUDENTS DECLARING ANY MAJOR	PERCENT EVER DECLARING COMPUTER SCIENCE
2013–14	18,929	4.0%
2018–19	16,839	4.8%

Next, the analysis examines the relationships between different student characteristics and declaring Computer Science as a major, with results reported in Table 27.

Table 27. Percentage of students declaring computer science as a major by gender

GENDER	2013-14	2018-19
Female	1.1%	1.6%
Male	7.4%	8.6%

Similar to Engineering, there is evidence of a large gender gap in the percentage of students who ever declare Computer Science as a major, perhaps pointing towards similar potential policy and practice interventions. These differences are statistically significant.

As noted earlier, there is a very modest, but statistically significant difference in performance on math standardized exams by gender. But similar to the analysis above, that difference is nowhere near large enough to account for the gender disparities in declaring for Computer Science. Table 28 shows the same data point — percentage of students declaring Computer Science as a major — limited to those students who achieved high levels on those exams.

Table 28. Percentage of high-scoring students declaring computer science as a major by gender

EXAM & SCORE	MALE STUDENTS DECLARING CIP 11	FEMALE STUDENTS DECLARING CIP 11
ISAT Composite Highest Level	15.4%	2.6%
SAT Math Above 600	15.2%	3.6%

This analysis shows a similar story as engineering, with students achieving high results on standardized math tests showing a greater likelihood of ever declaring Computer Science as a major. Females with high math scores still show a substantially lower likelihood of ever declaring this major compared to Males. These differences are statistically significant.

Turning to Race/Ethnicity, we examine the same information for the percentage of students of different backgrounds who ever declared Computer Science as a major.

Table 29. Percentage of students declaring computer science as a major by race/ethnicity

RACE/ETHNICITY	2013-14 COHORT % DECLARING CIP 11	2018-19 COHORT % DECLARING CIP 11
Black/African American	4.5%	3.6%
Asian	5.6%	10.7%
NHOPI	***	***
AI/AN	3.3%	6.7%
White	4.0%	4.6%
Multiracial	5.5%	4.2%
Hispanic	4.1%	4.0%
Unknown	5.2%	3.7%

***Redacted due to small cell sizes.

The interesting points from this examination are the relatively homogenous distribution among the 2013–14 cohort, with substantial increases in the percentage of Asian and American Indian/Alaska Native students declaring this major in 2018–19. The increases in students from these racial backgrounds accounts for the majority of the growth in total numbers between the two cohorts. The differences among groups in the 2013–14 cohort are not statistically significant, but that changes for the 2018–19 cohort.

Following the same approach as with engineering, we now examine any differences by a student's location while in high school to assess whether there are important differences to consider for Idaho's rural communities.

Table 30. Percentage of students declaring computer science as a major by high school location

COHORT	CITY	SUBURB	TOWN	RURAL
2013–14	4.5%	4.0%	3.6%	4.4%
2018–19	6.4%	5.3%	4.8%	5.3%

Again, there are noteworthy differences between the 2013–14 and 2018–19 cohorts. The distribution from the earlier cohort is not statistically significant, but it is for the latter group of students. The primary difference is the sharp increase in the percentage of students from high schools located in cities who declare this major.

With that as an overview of the relationships between students' characteristics and likelihood of declaring computer science as a major, we now turn to likelihood of completing a degree in the field. As noted earlier, overall about 29% of those students who declare any major end up completing a degree. Table 31 shows how many students who ever declared computer science as a major ended up graduating. Then of those graduates, it shows the percentage who graduated in computer science.

Although the total numbers differ, generally speaking it appears that those who at one point declare Computer Science as a major and graduate in something else tend towards Business and Liberal Arts degrees, similar to those majoring in engineering.

Turning to the question of whether different student characteristics are associated with persistence in computer science, for the 2013–14 cohort, there is a marginally statistically significant difference, with about 58% of females who ever declare it as a major completing in the field, compared to about 71% for males. For the 2018–19 cohort, there is no statistically significant difference, with about 63% of females who declare computer science as a major completing within the field, compared to 69% for males.

Table 31. Percentage of computer science majors that graduate and that do so in the field

COHORT	GRADUATED IN ANY MAJOR	GRADUATED IN COMPUTER SCIENCE
2013–14	33.4%	68.9%
2018–19	23.0%	67.3%

Looking at the relationship between math scores and persistence to completion within the major, there is not a strong relationship, mainly due to the small sample size. Similarly, the results for the relationship between location of a student's high school and persistence within the field is mixed and not statistically significant.

Probability Model

WICHE analyzed a probability model that looks at the association between graduating with a degree in computer science and various student characteristics, including gender, race/ethnicity, and location. We also, similar to the engineering analysis, use one model with math results and one without due to the limited data available. This approach allows us to control for these characteristics to try to isolate the important relationships with the hope of guiding policy and practice as Idaho considers a broader initiative.⁴⁶

The results are similar to those for engineering. Being female, when controlling for location, race/ethnicity, and math scores, is associated with a ten-fold decrease in the likelihood of completing a computer science degree. Math results (ISAT composite achievement ranking) are less linear, but individuals scoring below a “four” associated with substantially lower odds of completing a degree in this field as well. Asian students are associated with substantially greater odds of completing a Computer Science degree (more than 10 times) than white students while controlling for the other factors. The relationships with other races/ethnicities is not statistically significant.

In the second model, when we drop the controls for math results (which again warrants substantial caution in interpreting the results), the statistically significant relationships do not change.

Student Flow Model

As in engineering, the final component of the supply analysis for computer and information science is projecting the number of degrees the state can expect to produce in the coming years.

Current Trends Continues

If current trends in high school graduation rates, college-going rates (both of directly out of high school for in-state and out-of-state students as well as first-time college participation of 20–44-year-olds), progression year-over-year in postsecondary, and credential completion continue through 2029–2030 the state can expect their degree production in the field of interest to hold nearly flat with an increase of less than 1% in computer and information science.

Table 32. Current and projected additional undergraduate computer & information science awards

	CURRENT UNDERGRADUATE AWARDS (2019–21 IPEDS AVG.)	PROJECTED ADDITIONAL AWARDS (2021–22 THROUGH 2029–2030)
	COMPUTER SCIENCE	COMPUTER SCIENCE
Certificates	146	4
Associates	234	7
Bachelor's	518	11

The data allows for this projection to be broken down by institutional sector as well — with the “Public Research” category encompassing Boise State University, Idaho State University, and the University of Idaho.

Table 33. Current and projected additional undergraduate computer & information science awards by institutional sector

	CURRENT UNDERGRADUATE AWARDS BY PROGRAM (2019–21 IPEDS AVG.)	PROJECTED ADDITIONAL AWARDS BY PROGRAM (2021–2022 THROUGH 2029–2030)
	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE
Public Research	224	6
Public Masters and Bachelors	35	2
Public Two-Year & Less Than Two-Year	281	9
Private	360	5

Increasing the High School Graduation Rate

Beginning with the model’s first lever, high school graduation rates, we can explore the impact of an increase to the state’s overall high school graduation rate on credential production in computer and information science. If Idaho were to increase their overall high school graduation rate to that of an average of the highest state high school graduation rates in the country, the model projects only a handful of gains. The model projects only 18 additional bachelor’s degrees by 2029–2030 with an improved high school graduation rate, or said differently, less than one more degree per year than current trends produce.

Table 34. Projected additional undergraduate computer and information science awards with an increase in high school graduation rate

	PROJECTED ADDITIONAL AWARDS BY PROGRAM – CURRENT TRENDS (2021–22 THROUGH 2029–2030)	PROJECTED ADDITIONAL AWARDS BY PROGRAM – WITH HS GRAD RATE AT AVERAGE OF BEST-PERFORMING STATES (2021–22 THROUGH 2029–2030)
	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE
Certificates	4	6
Associates	7	11
Bachelor’s	11	18

Increasing the College-Going Rate

As with all of higher education in Idaho, college-going rates are projected to have an impact on computer and information science degree production. If Idaho were to achieve the national average go-on rate of 47% for in-state students directly out of high school, the model suggests that could lead to 29 additional bachelor's degrees in computer and information science over the course of the projections. If the state were to approach a more aspirational goal — such as the nearly 58% seen in state's with the highest go-on rates — that original number more than quadruples, with 45 additional degrees projected.

Table 35. Projected additional undergraduate computer and information science awards with increases in the college-going rate of direct out of high school (DHOS) students in Idaho

	PROJECTED ADDITIONAL AWARDS – CURRENT TRENDS (2021–22 THROUGH 2029–2030)	PROJECTED ADDITIONAL AWARDS – DOHS COLLEGE- GOING RATE AT NATL. AVG. (2021–22 THROUGH 2029–2030)	PROJECTED ADDITIONAL AWARDS – DOHS COLLEGE- GOING RATE AT BEST- PERFORMING AVG. (2021–22 THROUGH 2029–2030)
	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE
Certificates	4	10	15
Associate	7	18	27
Bachelor's	11	29	45

Increasing Out-of-State Students

Looking at the impacts of increasing the number of out-of-state students enrolling directly out of high school, we can see that this is projected to double the number of additional bachelor's degrees, but has less of an impact on associates degrees and certificates (similar to the findings in engineering and engineering technology).

Table 36. Projected additional computer & information science undergraduate awards with increased out-of-state directly out of high school (DOHS) college-going numbers

	PROJECTED ADDITIONAL AWARDS – CURRENT TRENDS (2021–22 THROUGH 2029–2030)	PROJECTED ADDITIONAL AWARDS – OUT-OF-STATE DOHS COLLEGE-GOING INCREASED 10% (2021–22 THROUGH 2029–2030)	PROJECTED ADDITIONAL AWARDS – OUT-OF-STATE DOHS COLLEGE-GOING INCREASED 20% (2021–22 THROUGH 2029–2030)
	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE
Certificates	4	4	4
Associate	7	8	9
Bachelor's	11	18	25

Increasing College Participation of 20–44-year-olds

Increasing the rate of first-time college participation of the state's 20–44-year-old population to national and high-performing state averages has a particularly strong impact on the projected production of computer and information science bachelor's degrees, which rise to 52 additional degrees produced over the projection period.

Table 37. Projected additional undergraduate computer & information science awards with an increase in first-time (FT) college participation rates of 20–44-year-olds.

	PROJECTED ADDITIONAL AWARDS – CURRENT TRENDS (2021–22 THROUGH 2029–2030)	PROJECTED ADDITIONAL AWARDS – FT PARTICIPATION RATE AT NATIONAL AVG. (2021–22 THROUGH 2029–2030)	PROJECTED ADDITIONAL AWARDS – FT PARTICIPATION RATE AT BEST-PERFORMING AVG. (2021–22 THROUGH 2029–2030)
	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE
Certificates	4	9	20
Associate	7	15	34
Bachelor's	11	23	52

Improving Postsecondary Progression Rates

As with engineering, improving progression year-over-year in postsecondary does increase the number of additional degrees produced more significantly than increasing the high school graduation rate, but less so than increasing college participation.

Table 38. Projected additional undergraduate computer & information science awards with a 10% increase in retention rates

	PROJECTED ADDITIONAL AWARDS – CURRENT TRENDS (2021–22 THROUGH 2029–2030)	PROJECTED ADDITIONAL AWARDS – 10-PERCENTAGE-POINT INCREASE IN RETENTION RATES (2021–22 THROUGH 2029–2030)
	COMPUTER & INFORMATION SCIENCE	COMPUTER & INFORMATION SCIENCE
Certificates	4	21
Associates	7	32
Bachelor's	11	30

Student Flow Model Conclusions

Similar to engineering, the model levers possible with the available data show us that impacting college participation will be a key factor in increasing degree production at the bachelor's level in computer and information science, while important questions such as breakdowns by gender and major choice remain unanswered.

Computer & Information Science Demand

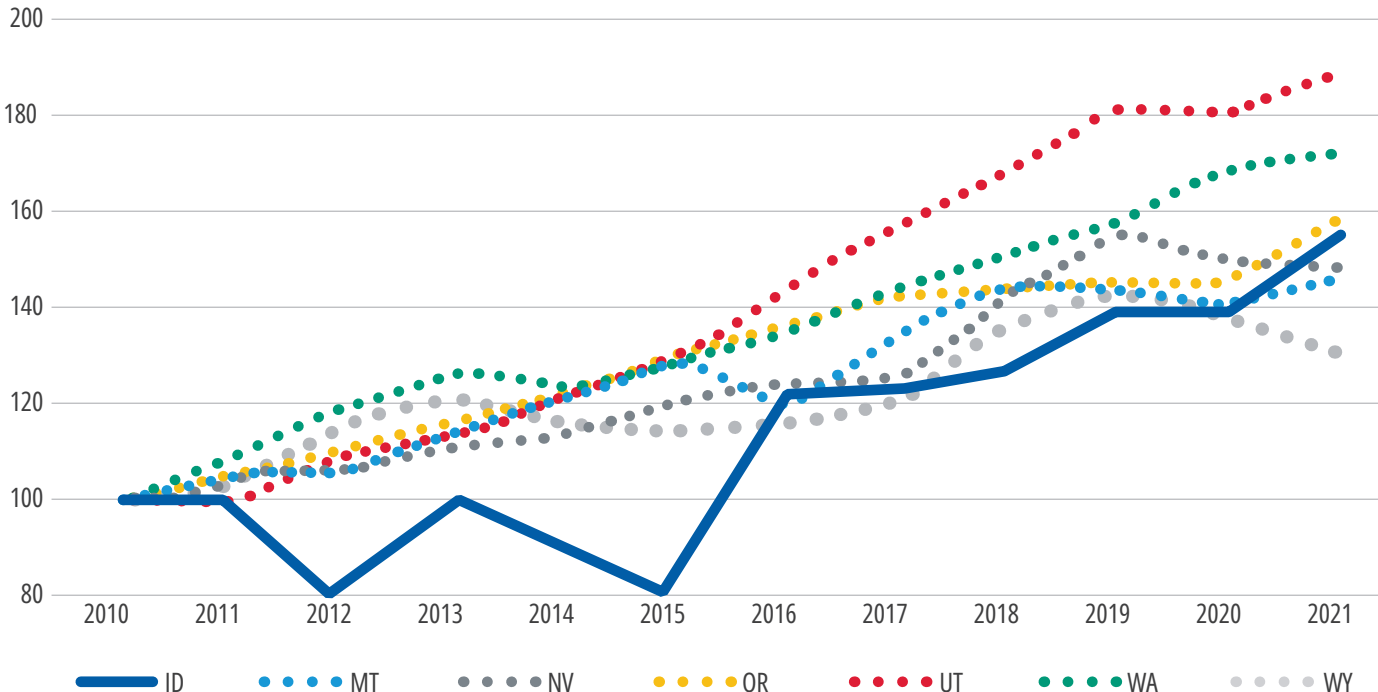
Key Findings

Historical trends that show growth in computing employment over the last decade, projections that predict continued occupational growth, and recent qualitative data that suggest hiring demand is already exceeding these growth projections demonstrate a robust labor market for graduates with degrees in computer-related fields.

Historical Data

From 2010 to 2021, employment in computing occupations in Idaho grew substantially, with BLS estimating 12,050 Idahoans were employed in computer occupations in 2010 and 18,750 by 2021. This growth trend was present across the Northwest, with Utah leading the way in terms of growth trajectory.

Figure 11. Computer Science employment growth in Idaho and surrounding states



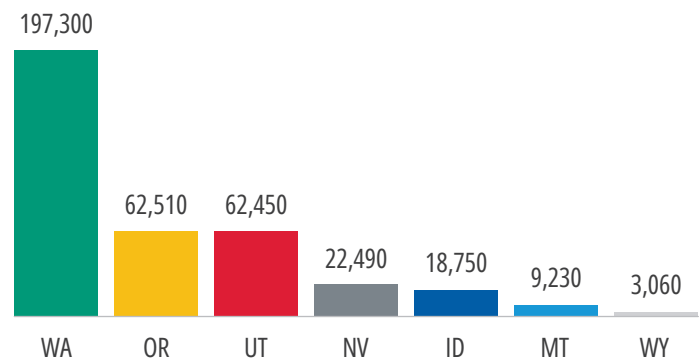
Note: Data are indexed where 100 = Number of Jobs in 2010

Source: Bureau of Labor Statistics, Occupational Employment Statistics (OES) Survey

As with engineering, the total number of employees in computing occupations varies widely in the region, with Washington employing the greatest number by a large margin. Overall, employment in computer occupations is substantially higher than in engineering occupations over the same time frame, with computer occupations employing roughly double the number of estimated workers in engineering.

The combination of ongoing regional growth and large labor markets in neighboring states suggests that Idaho's graduates in computer-related fields will likely have competing employment opportunities in surrounding states.

Figure 12. Computer occupational employment in Idaho and surrounding states (2021)



Source: Bureau of Labor Statistics, Occupational Employment Statistics (OES) Survey

Importantly, computer occupations are among the occupational types that have undergone some of the greatest changes over the past few decades. New job types have emerged that didn't exist a decade ago, while others have become obsolete. This is one argument for continuing to look at computer occupations in a broad sense, as a targeted focus on more detailed occupation types might end up being difficult to track over time as occupational classifications shift.

Nonetheless, the field does incorporate a variety of occupational types with quite a range in key attributes such as skillsets required, educational qualifications needed, and median salaries. There may be specific areas of focus for the state, such as software development or cybersecurity, as well as potentially emerging areas related to the development and use of technologies loosely known as artificial intelligence (AI), that warrant special attention.

Projections

Computer-related occupations are projected to grow considerably in both Idaho and across the United States in the coming years, increasing by more than 12% between 2020 and 2030 in Idaho and by nearly 15% between 2021 and 2031 nationally (this is compared to a 5% growth rate for all occupations). According to the ID DoL's 2020–2030 projections, the state can expect to see 1,387 annual openings due to turnover and growth in computer-related occupations each year till 2030.⁴⁷

Remote Work

Another factor that increases the difficulty in accurately projecting the number of available jobs in coming years is the rise in remote work — which is especially common in computer-related occupations. As businesses have the option of hiring from anywhere, employer interviews revealed a few key points:

- Some Idaho-based technology companies will hire locally, if talent is available but they will hire remote workers if not.
- An increasingly remote tech workforce offers opportunities for Idaho's graduates to work for companies either within or outside of the state — while still contributing to the state's tax base.

It is also important to understand that shifts in industry mix are not reflected in the projections' methodology. For example, as advances in computing led to the automation of clerical work the number of clerical jobs declined, but the number of jobs in information technology grew — meaning that jobs shifted from one industry to another over time.⁴⁸ Future shifts towards automation could certainly

change the projected growth trajectory of computer occupations. Though past trends suggest that these shifts in industry mix might lead to more jobs in computer-related occupations, rapidly evolving technologies such as artificial intelligence add a layer of uncertainty.

The projections also do not reflect national trends in 2022 and early 2023 which have featured some large-scale layoffs at major technology companies. However, early evidence suggests that, in many cases, those laid off were able to find alternative employment within their occupational field. This highlights the distinction between occupations and industries. It is possible that industries — such as the tech sector — may expand and contract without a corresponding impact on occupations, as other industries like healthcare, retail, and finance continue to expand their hiring demand for computer-related occupations such as software engineers and developers.⁴⁹

Employer interviews also suggested an extremely strong demand for mid-career computer science professionals — particularly among Idaho's burgeoning start-up sector. Some interviewees felt that the layoffs from large multi-national corporations might even offer opportunities to hire for traditionally difficult-to-fill roles. Further, multiple smaller, earlier stage tech startups noted that while they typically hire later career talent in their initial phases, they plan to hire more entry-level (just out of school) talent as they expand and have more capacity to train less experienced staff. Therefore, expanded availability of mid-career tech talent could possibly support growth and have a positive impact on future demand in certain scenarios.

Alternatively, rising interest rates which increase the cost of borrowing — a posited contributor to the tech sector layoffs — will likely also negatively impact the growth and hiring demand of Idaho's technology-focused businesses. For example, one technology company noted a recent hiring freeze.

Large-scale, macro-economic trends such as a cooling economy or possible recession would also negatively impact the demand for workers in this occupational field, and this possibility cannot be ignored. However, while not predictive, existing research on Utah's engineering and computer science growth initiative from 2000–2020 shows that the 2008 recession resulted in a short-term flattening of available jobs in the two fields, which then rebounded in subsequent years.⁵⁰

Employer Survey

The employer survey was focused on employers in the engineering and technology sectors, meaning those for whom a large percentage of their workforce is made up of employees with credentials in engineering and computer and information science fields. However, as discussed in preceding sections of the report, computer occupations span a wide variety of industries with employers in all sectors increasingly needing talent with computer-related skills. It is likely the lower share (relative to engineering) of computing employees reached by the survey in comparison to state totals reflects the difficulty in reaching the many different types of employers who employ those in computer occupations. Nonetheless, the survey was able to capture valuable feedback from a robust number of employers with computer-related hiring demand.

Table 39. Survey respondent computer-related employees vs. overall number of Idaho computer-related employees

	STATE TOTAL 2020	STATE TOTAL 2023 (ESTIMATED)	SURVEYED COMPANIES (ESTIMATED)*
Computer Occupations (15–1200)	15,821	19,588	3,856

*Survey response options were presented as ranges and these totals assume a midpoint value of the selected range.

Among employers looking to hire candidates with degrees in computer-related fields, nine percent were looking for associates degrees, 72% bachelor's degrees, nine percent for masters degrees, and seven percent for doctoral degrees. Similar to engineering, this suggests that a focus on bachelor's degrees would most align with employers' overall needs — though some companies do have specialized needs for candidates with advanced degrees as well as at the associates level.

Computer & Information Science Gap Analysis

The available quantifications of supply and demand indicate a gap between the number of computer-related graduates from Idaho public institutions and the needs of Idaho's employers. The magnitude of the gap differs depending on the exact specifications used and will remain sensitive to the evolving nature of the field.

Considerations

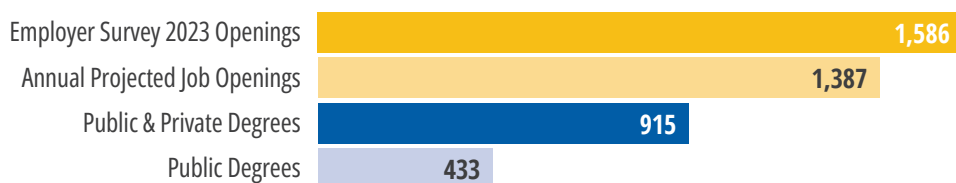
- **Relationship Between Degrees & Skills-based Hiring:** Because of employers' strong preference for demonstrable skills over specific degree types, a key factor in maintaining demand for Idaho's computer and information science graduates will be ensuring that programs offer strong preparation in foundational skills and industry-relevant curricula.
- **Institutional Sector:** The focus of this work is public institutions and their degree production, however, private institutions — in particular BYU-Idaho — also play a key role in producing graduates. Considering how to include the impact of private institutions is another question for future study.
- **Migration:** The evolving nature of remote work, especially given recent trends of large-scale layoffs from major technology companies, has an uncertain directional impact on Idaho's demand for tech workers. Yet Idaho's strong history of retaining both in- and out-of-state graduates of computer and information science programs in their workforce suggests increasing the local supply of tech talent could have advantages for both Idaho's employers and the state's tax base.

- **Time Horizon:** Projections by nature become less reliable the farther they stretch from baseline data. As a result, short-term projections have the greatest likelihood of accuracy. For this reason, numerical gaps are only presented for a 12-month period. The available data suggest that the gap between supply and demand will widen over time as Idaho (without intervention) produces only a very modest additional number of computer and information science graduates year-over-year and employer hiring demand rises to 2,216 job openings for candidates with degrees in computer and information science by 2028 (as indicated in the employer survey). Yet the demand-suppressing effects of workforce shortages that can lead employers to limit growth or relocate as described in interviews might ultimately drive down the overall amount of hiring demand. It's important to note that while the "gap" between supply and demand would lessen in this scenario, Idaho's economy would still be losing out on potential growth.

Summary

The available numbers (see Figure 13) and the robust employer demand expressed in survey responses and interviews suggest that Idaho's labor market would benefit from a significant increase in the number of computer and information science graduates. However, supply modeling shows that the pipeline of students prepared to enter and succeed in Idaho's programs is not large enough to drive the increases Idaho employers are looking for. Taken together, these results suggest an investment in Idaho's student pipeline is needed.

Figure 13. Idaho degree production for computer and information science compared to projected job openings and employer demand



Sources: Integrated Postsecondary Education Data System, Idaho Department of Labor Occupation Projections (2020–2030), WICHE Employer Survey

NEXT STEPS

Although this document is not intended to be a traditional strategic plan, it can be thought of as a framework for how the state might move forward on an initiative to increase production and retention of engineering, engineering technologies, and computer science. Although there is not a single clear data point or analysis that fully proves the state is facing shortfalls in these fields, WICHE's conclusion, based on a range of available evidence, is that there is a strong need to increase the number of skilled, educated, and trained workers in these fields. Failure to meet this demand may not show up as an immediate crisis, but instead would be evident in missed opportunities for economic growth and increases in the number of sustainable, well-paying jobs. :

The other central conclusion, hopefully made abundantly clear from the data analysis presented throughout this report, is that Idaho faces a completely different context and demographic situation compared to Utah in 2000. Capacity constraints in postsecondary education are not currently the limiting factor in the production of graduates in these fields. This is not to say that those programs may or may not need investment to stay current and ensure high-quality programs (a question that is beyond the scope of this report). Instead, the substantial focus of any initiative must be on changing the underlying factors of the pipeline first. As more students select into these fields, capacity may become a bigger issue, but currently, that is not as big a problem as declining college go-on rates and the relatively low number of students that are prepared to enter and succeed in these fields.

The rest of this section identifies potential next steps to develop a growth initiative that is driven by data and evidence and led by industry experts.

Creating a Shared Vision & Coordinated Plan

The available evidence is compelling that Idaho would benefit from a growing pipeline of well-trained engineers, engineering technicians, and computer and information science professionals. Idaho's public institutions have a strong record of producing successful graduates in these occupations, yet the overall number of graduates has not kept pace with industry demand in Idaho's growing economy.

Generating additional graduates in these high-demand fields is a complex, long-term endeavor. The downward demographic trends driving the overall number of high school graduates Idaho is expected to produce paired with the state's declining college go-on rates mean the state is facing significant headwinds as it seeks to increase supply. While Utah's successful growth initiative took place in a high-growth context (both demographically and economically), Idaho will face a more challenging environment for a similar effort. Moreover, addressing the multifaceted challenges of demographic and large-scale educational trends such as the college go-on rate will require the development of equally multifaceted responses.

Single sector or piecemeal efforts will be inadequate to address this challenge, so the state must develop a shared vision for growth in these fields, ensuring that all that relevant partners from industry, policy, and education are at the table. As the ultimate beneficiary and subject matter expert, industry is well-positioned to take the lead in guiding this work.

Three key questions to answer in establishing this vision will be:

- ▶ What entity will lead this effort?
- ▶ What is the overarching goal?
- ▶ What is the scope of the effort?
 - What fields will it encompass?
 - What degree and/or credential types will be included?
 - Will the focus be on public institutions or all institutions in the state?
 - How will it address issues outside of the education pipeline, such as retention of graduates in Idaho?

Once a shared vision for the state's engineering and computer and information science workforce pipeline is established, the focus must be on actionable steps to take the vision from theory to reality. The initiative partners must identify the combination of short- and long-term strategies they will pursue as part of a coordinated plan to achieve their goal, and the metrics they will track along the way to determine successes and necessary course corrections.

Key questions to answer as a coordinated action plan is crafted will be:

- ▶ What long-term actions must be taken to achieve the vision?
- ▶ What short-term actions must be taken to achieve the vision?
- ▶ What metrics will need to be tracked to determine success? (more discussion presented below)
 - Do these data currently exist and if so, are they being collected?
- ▶ Who will be responsible for monitoring progress and making decisions along the way?

This approach should also situate the effort in Idaho's broader economic context, considering the overall realities of the state's labor market and pressing shortages in other STEM fields such as healthcare.

Identifying Clear Roles & Responsibilities

As partners in this work, industry, policymakers, universities, community colleges, and the K-12 sector should identify how they will individually and collaboratively contribute to achieving the shared vision through the identified short- and long-term strategies.

A critical element will be the statewide framing and approach. Each group of partners must come to the effort prepared to contribute to the development and execution of the statewide vision, exploring how they are best positioned to leverage their unique resources to contribute to the overall goal. Rather than individual plans and targets, each partner should have clear responsibilities mapped out that will collectively lead to the achievement of the statewide goal(s).

For example — given the results of the supply analysis — postsecondary institutions (both two- and four-year institutions) may wish to initially focus on building their pipeline of potential students. In many cases this may include building on and investing in ongoing efforts in these areas.

- ▶ Partnering with K–12 to improve the math preparedness of high school graduates and generating more interest in these fields.
- ▶ Collaborating across the two- and four-year sectors to improve transfer pathways, and
- ▶ Engaging non-traditional students such as those who have never attended postsecondary, those who attended and stopped out (especially with substantial credits in fields of interest), or those looking to shift careers or upskill within the field.

Another important element will be identifying the current and needed capacity of existing higher education programs in the fields of interest. Specifically, the state will want to review available data and collect needed data to identify the gaps between current capacity and the capacity needed to achieve the goal(s) set by the visioning process. A sample capacity assessment rubric is included in Table 40.

Table 40. Sample capacity assessment rubric

ELEMENT	CONSIDERATIONS	IDEAL CAPACITY	CURRENT CAPACITY	INVESTMENT
Faculty	<ul style="list-style-type: none"> What type of faculty are needed? What resources (labs, etc.) will they need to be successful? Are there opportunities to share high-cost faculty positions across institutions? 	<ul style="list-style-type: none"> What are ideal student-faculty ratios for offering high-quality programs in the fields of interest? How many faculty, by type, would be needed to offer the number of credit hours required by the target number of students? 	<ul style="list-style-type: none"> How many faculty are currently employed in the fields of interest and how many credit hours can they teach? 	<ul style="list-style-type: none"> What level of investment would be needed to go from current to ideal capacity? Which investments would produce maximum impact in a constrained funding environment?
Students	<ul style="list-style-type: none"> What types of additional student supports (ex. advising, tutoring, etc.) are needed to support successful entry into and progression through these programs? What resources can be shared at the state level? 	<ul style="list-style-type: none"> What evidence-based supports would a student in the fields of interest ideally have access to? 	<ul style="list-style-type: none"> How many of these support services are currently offered? Where are there gaps in terms of availability and capacity of current services? 	<ul style="list-style-type: none"> What level of investment would be needed to go from current to ideal capacity? Which investments would produce maximum impact in a constrained funding environment?
Space & Equipment	<ul style="list-style-type: none"> What facilities (classroom space, labs, etc.) are needed to offer these programs at a high level of quality? How can institutions work together to jointly leverage assets? 	<ul style="list-style-type: none"> What space and facilities would these programs have in an ideal scenario? 	<ul style="list-style-type: none"> What space and equipment resources does the institution currently have? 	<ul style="list-style-type: none"> What level of investment would be needed to go from current to ideal capacity? Which investments would produce maximum impact in a constrained funding environment?

Meanwhile, industry partners might commit to employee upskilling initiatives, provide equipment and internship or project opportunities that meaningfully address challenges identified by educational partners, and provide timely and actionable feedback to educational partners.

Given the demographic trends of Idaho's youth population, an important area of focus for all partners should be identifying how to identify, attract, and support non-traditional-aged students through to degree completion. There are numerous potential audiences for this approach, including employees at existing firms that have interest in advancing their careers through additional education, students who have stopped out of these programs with a substantial number of credits, and other working Idaho residents who are in related fields. This outreach should be paired with effective policies and practices, including employee tuition assistance, strong prior learning assessment, and other approaches that serve adult students.

Investing for Impact

In order to make the most of any investment, the partners must identify and prioritize the greatest barriers and most effective solutions to increasing workforce supply. Engineering and computer-related fields encompass a broad range of credentials and specialties that lead to a variety of occupations. The collective effort may consider if a broad or a targeted approach will be most effective for meeting their goals with available funds. As part of this analysis, they should also focus on leveraging Idaho's unique assets in both industry and education for maximum value. Finally, it will be critical to balance immediate employer needs with sustainable growth plans that have the flexibility to account for changing dynamics such as recessions and shifts in automation.

While this report does not attempt to place a dollar figure on a level of state investment that is appropriate (due in part to the need to effectively set the stage for exactly how such an initiative will produce growth), it is likely that this will lead, if successful, to needs for additional state resources.

But it is also clear that such an initiative will require investment and contributions from industry. Contributing time and thought to leading such an initiative is only the first step. Additionally, it may require industry investment to aggressively support additional employee education and training opportunities and to help address the large percentage of engineering graduates that appear to be leaving the state.

It is important to recognize that this work will not take place in a vacuum, with substantial state-wide attention and effort focused on improving college go-on rates, addressing worker shortages in healthcare, education, and other fields, and major recent policy changes such as the new funding available for the Idaho Launch program. Ensuring that the vision and plan for this initiative functions within this broader context can help make investments of all parties more effective and efficient rather than redundant or duplicative.

Data, Metrics, and Research

Most reports that lay out how an initiative like this could be successful include a section on improving data and metrics and carrying out additional research. While this is a common approach, that does not make it any less important. A thorough and detailed data analysis shifted WICHE's initial expectations for charting out how this initiative might best proceed. Initially, our thought was that the Utah work seemed very effective and essentially following that model would serve Idaho well. As has been clearly laid out, though, the different state contexts suggest that Idaho must follow a different approach to reach the same goal.

As part of this framework, WICHE recommends that industry leaders and other key agencies and organizations coalesce around meaningful metrics for understanding how the initiative that is envisioned is impacting outcomes. Essentially, the initiative should develop a set of key metrics that it hopes to shift through policy and practice. These will likely include readily available administrative data, such as enrollments and completions in these programs, but also more complex analyses including retention in state of recent graduates, medium-term migration and employment patterns of recent graduates, student interest in these fields, and more. It would be easy to focus solely on the number of graduates in each field that are produced annually, and we agree that is an important metric. But if, for example, the number of students enrolled in public postsecondary institutions in the state declines substantially, but the number of graduates in these fields holds steady, that would be a sign of some success. This report contains numerous different data points and ways of considering supply and demand issues. Certainly not all of the data points will resonate, but they could represent a starting point for consideration. As an initiative unfolds, it is highly doubtful that every approach and policy change will bear fruit, but with a successful monitoring and evaluation approach, it will be possible to continuously refine efforts to improve outcomes.

Additionally, it is highly likely that the initiative will benefit from a strong research and evaluation plan. As new policies, programs, or approaches are tried, it is essential that some form of evaluation takes place to assess their effectiveness and potentially lead to improvement. It is also likely that the work would benefit from research on certain topics. As one example, better understanding the clear gender gaps is essential. It may be that as professions, engineering and computer science never end up with equal numbers of males and females, but the data clearly show that there are a large number of females who would likely succeed, but are choosing different paths.

Additionally, it should be clear from this report that qualitative data from surveys and interviews are essential to gaining a full perspective of not just what is happening, but why.

Ultimately, this will be a difficult and complex undertaking, but there is strong evidence that it is highly needed for Idaho. Effective use of data and research will help ensure success, efficient use of investment, and better overall outcomes for Idaho and its students.

The state is blessed with a strong data system and an insightful research team at the State Board of Education. Certainly, there are always competing priorities and limits on staff capacity, but the state has plenty of existing infrastructure to provide an effective data infrastructure to support this work.

ACKNOWLEDGEMENTS

Industry Advisory Team

This initiative was guided by a core advisory team of industry representatives. These leaders in Idaho's engineering and technology sectors generously dedicated their time and expertise to inform the project, offering extensive feedback on the scope and design and making critical connections with their colleagues across Idaho in support of employer engagement efforts. The team met six times between November 2022 and April 2023, in addition to providing feedback on survey design, interview and survey outreach, and the preliminary findings.

Industry Advisory Team Members

- ▶ Elli Brown, Director, State and Local Government Affairs, Idaho National Laboratory
- ▶ Tim Haener, Chairman and Corporate Risk Manager, J-U-B Engineers & Industry Advisory Board Member, University of Idaho College of Engineering
- ▶ Jim Gasaway, Industry Advisory Board Chair, Boise State University Department of Computer Science
- ▶ Jay Larsen, President, Idaho Technology Council
- ▶ Tom Loutzenheiser, Industry Advisor Board Chair, Boise State University College of Engineering
- ▶ Dee Mooney, Executive Director, Micron Foundation
- ▶ Alan Prouty, Vice President, Environmental & Regulatory Affairs, J.R. Simplot & Industry Advisory Board Chair, Idaho State University College of Science & Engineering
- ▶ Ryne Stoker, Chief Executive Officer, President, and Principal Engineer, GeoTek and Industry Advisory Board Chair, University of Idaho College of Engineering

Report Contributors

This report would not have been possible without vital contributions from a variety of individuals, including: the Idaho Office of the State Board of Education (OSBE) staff — in particular the leadership and coordination of Scott Greco and the partnership and data expertise of Cathleen McHugh and Andy Mehl; the data modeling of the National Center for Higher Education Management Systems led by Johnna Clark and Louisa Hunkerstorm; and the graphic design talent of Cathy Calder of Blonde Ambition Inc. and the editing support of Annie Sugar.

Additional insights from the Idaho Department of Labor — particularly Craig Shaul and Samuel Wolkenhauer — as well as from Hope Morrow, Idaho National Laboratory's Manager of Workforce and Economic Programs, were invaluable. Finally, the employer survey would not have been possible without the expertise of Hope Swann at the Idaho Technology Council. While all of these individuals were incredibly helpful and patient with their time and expertise, any errors, omissions, or misinterpretations are not their fault, but WICHE's.

Employers

Employers across Idaho made time in their busy schedules to offer their feedback on the issues raised in this report. We deeply appreciate the time they took to reflect on the importance of an engineering and computer and information science trained workforce to their companies' success. Their perspectives constitute a critical piece of this analysis and their ongoing engagement will be key to continued progress.

TECHNICAL APPENDIX

Student Data Analyzed

Public Education Pipeline Model

This is the rationale and overall scope of the data WICHE requested for the analysis in the foregoing report. WICHE proposed to develop and provide a projection model for degree production in key majors for engineering and computer and information science by Idaho public postsecondary institutions. This work also shows key leakage points and identifies important metrics for future monitoring and evaluation of efforts to increase production.

This model can only estimate supply from public education sources. In its reporting, WICHE identifies to what extent Idaho K-12 and public postsecondary students contribute to overall degree production for engineering and computer and information science, and what other sources supplement this in Idaho. The parameters of the projections (i.e. the number of years into the future the model covers) were determined by the available data.

To produce this analysis, WICHE proposed using aggregated data to create a cohort-based flow model, and using individual-level data across cohorts of high school graduates and postsecondary enrollees and credential completers to build a model of the pipeline for producing graduates in engineering and computer science.

The research questions included:

1. Based on current and recent historical trends, how many credentials in engineering and computer science are Idaho's public institutions expected to produce?
2. At what point in their enrollment progression do students entering postsecondary enter into major programs of interest?
3. At what point(s) in enrollment progression, and to what extent/volume, do students transition out of engineering and computer science majors, or from other majors into these?
4. What factors are associated with postsecondary students entering into these majors?
5. What factors are associated with credential completion in these majors and programs? Of switching program or stopping out?
6. What factors are associated with student success for first time and transfer students?
7. What factors are associated with employment in Idaho?
8. At what rate do students who stop out return, and when they do, are they successful? (this was anticipated for the earlier cohort initially proposed, which was not included due to data limitations)

9. How has “leakage” changed over time? Key analysis points:
 1. What pct. Of high school graduates enter postsecondary within 3 Years?
 2. What pct. of CIP-entrants complete 25% of credits necessary for graduation within X years? 50%? 75%? 100%? (Compare 2013–14, and 2018–19 entering cohorts)
 3. What pct. of CIP graduates are employed in the universe of businesses covered by Idaho unemployment insurance within 1, 5, and 10 years?

Description of Students Covered

This appendix highlights some high-level information about the students included for the analysis in the report, for context, and is not an exhaustive data dictionary or the like. Important things to keep in mind about the resulting dataset(s) compiled from the data received from the Idaho OSBE:

- ▶ Results may be affected, although presumably marginally, by errors or anomalies in the data provided to WICHE. As well, these results may ‘over-simplify’ or mask some complexity and nuance that are inherent to postsecondary enrollment and completion student behavior and data patterns. Further research, planning and tracking should include deliberate data preparation and review, to account for and represent more myriad and nuanced patterns than were intended for this ‘snapshot’ of results.
- ▶ The results in this appendix generally summarize the highest observed postsecondary awards among the covered students, and do not specifically tabulate students who earned multiple of the same ‘highest award’ (e.g., two Bachelor’s). Further research, planning and tracking should consider the incidence of multiple awards, including among computer and information science and engineering graduates. And the results in this appendix focus on the completion and degree outcomes of the students, and for the most part, not their enrollment patterns.

Cohort Flow Model Aggregated Data: Student Counts, FTE and Graduates, by Categories

This approach builds from WICHE’s existing work on High School graduates and is based on aggregated student data, that has been compiled to the state-level by WICHE from publicly available sources supplemented by student-level data requested here. The model is based on enrollment and graduation data from K–12 in Idaho and enrollment and completion data from Idaho’s public postsecondary institutions.

This results in a product similar to WICHE’s Knocking at the College Door, projecting the number of graduates in CIP codes of interest.

Aggregated Data Request

WICHE requested public school K–12 enrollment counts (October census headcounts), by grade, and the number of high school graduates, for school years 2020–21 and 2021–22. Note: State-level counts were requested, at a minimum; the data and timeline did not support detailed analysis within state (e.g., by education region or school district), but this level of analysis might be relevant for further analysis, for identifying regional differences in potential school populations.

WICHE also requested counts of degree-seeking postsecondary students, by declared major (CIP), and enrollment and awards completed for Idaho public postsecondary institutions (Assoc, Bach, Masters, and PhD) by CIP Code for academic years 2016–17 through 2021–22 (fall 2022–23 data were not available for this report).

For postsecondary enrollment, WICHE also requested that four-year students be categorized into groupings representing <20%, 40%, 60%, 80%, and >100% of progress towards the number of credits necessary for degrees, for each academic year, by CIP (in categories of <33%, 66%, and >100% progress towards the number of credits necessary for two-year/Associate's degree students).

For graduate degrees/students, WICHE requested that students be grouped into numbers initially enrolled, at intermediate progression points evident in the data, and number who completed by award type and CIP. These data were requested for academic years 2016–17 through 2021–22. For all of the aggregated information, WICHE requested disaggregation by race/ethnicity, gender, and income flag (economic disadvantage status), but analysis by these categorizations was ultimately not part of the analysis due to data limitations and low cell counts.

Ultimately, only six categorizations were available in the data for the cohort flow model: academic year 2016–17 to 2021–22, at 2-year or 4-year institution, whether student was directly from high school or other enrollment status. Thus, details such as student sex, race/ethnicity or transfer status were not able to be modeled from the available data.

Note: For brevity, not all details are presented in the tables below. Also provided were full-time equivalent and percent of progress towards credits required for degree.

Head counts by Related Major and Years Enrolled, 2016–17 to 2021–22

a. Idaho Public Postsecondary Four-Year Institutions

MAJOR	ID PUBLIC HIGH SCHOOL GRADUATES ENROLLED IN YEAR AFTER GRADUATION ("IMMEDIATE COLLEGE-GOING")						OTHER					TOTAL	HIGH SCHOOL GRADUATES % TOTAL OF YEAR ONE STUDENTS
	ACADEMIC YEAR	ONE	TWO	THREE	FOUR	FOUR +	ONE	TWO	THREE	FOUR	FOUR +		
Computer and Information Sciences and Support Services	2016–17	229	158	121	101	170	239	201	180	144	363	1,906	49%
	2017–18	192	171	130	111	205	265	177	153	131	333	1,868	42%
	2018–19	225	137	142	119	227	237	206	143	107	321	1,864	49%
	2019–20	170	160	115	131	230	197	189	155	115	295	1,757	46%
	2020–21	202	131	134	102	266	217	165	140	124	276	1,757	48%
	2021–22	208	157	128	125	260	294	157	133	113	269	1,844	41%
Engineering	2016–17	354	271	252	194	280	529	551	581	403	936	4,351	40%
	2017–18	308	261	246	234	327	529	428	402	390	848	3,973	37%
	2018–19	316	209	222	212	377	426	410	348	280	802	3,602	43%
	2019–20	291	243	194	206	398	424	307	319	276	669	3,327	41%
	2020–21	287	209	191	181	399	374	333	243	275	597	3,089	43%
	2021–22	318	189	200	180	394	380	285	266	212	533	2,957	46%
Engineering/ Engineering- Related Technologies/ Technicians	2016–17	40	36	19	18	27	51	48	43	29	99	410	44%
	2017–18	51	37	33	11	34	42	52	33	28	85	406	55%
	2018–19	48	40	27	27	33	55	43	35	19	95	422	47%
	2019–20	67	28	27	14	52	62	37	26	26	84	423	52%
	2020–21	58	51	20	26	53	66	50	32	20	75	451	47%
	2021–22	35	41	31	16	48	63	53	34	19	68	408	36%

b. Idaho Public Postsecondary Two-Year Institutions

MAJOR	ID PUBLIC HIGH SCHOOL GRADUATES ENROLLED IN YEAR AFTER GRADUATION ("IMMEDIATE COLLEGE-GOING")					OTHER				TOTAL	HIGH SCHOOL GRADUATES % TOTAL OF YEAR ONE STUDENTS
	ACADEMIC YEAR	ONE	TWO	THREE	THREE +	ONE	TWO	THREE	THREE +		
Computer and Information Sciences and Support Services	2016–17	100	65	29	43	114	69	33	108	561	47%
	2017–18	95	74	55	72	121	79	37	109	642	44%
	2018–19	124	55	48	103	115	64	45	114	668	52%
	2019–20	144	106	52	162	106	74	50	116	810	58%
	2020–21	115	70	59	156	84	68	51	84	687	58%
	2021–22	137	90	70	201	102	60	45	86	791	57%
Engineering	2016–17	21	12	10	8	37	25	8	23	144	36%
	2017–18	19	12	5	15	30	18	9	25	133	39%
	2018–19	50	21	14	24	39	26	11	25	210	56%
	2019–20	73	34	16	55	72	31	16	37	334	50%
	2020–21	49	42	29	53	43	37	20	30	303	53%
	2021–22	62	31	32	47	46	29	25	34	306	57%
Engineering/ Engineering- Related Technologies/ Technicians	2016–17	34	30	10	22	54	25	21	52	248	39%
	2017–18	32	26	17	27	57	32	15	62	268	36%
	2018–19	26	20	17	34	44	32	22	59	254	37%
	2019–20	29	23	17	56	38	34	18	64	279	43%
	2020–21	17	16	20	33	25	24	18	35	188	40%
	2021–22	37	14	15	27	34	17	13	24	181	52%

Progression Model Individual Level Data: High School Graduate, Other First-Time College Students and Degree Completer Cohorts

This model complements the pipeline projections by identifying points in the Idaho public postsecondary credential pipeline (particularly for associates and bachelor degrees) where there is “leakage”. This model uses recent and historical data to identify student characteristics associated with:

- ▶ Entrance into majors related to engineering and computer science
- ▶ Retention in those fields of study/programs
- ▶ Completion of those credentials from those programs
- ▶ Subsequent employment in Idaho

This modelling relies on student-level datasets of three cohorts. Overall, there were over 94,000 individuals represented in the data from Idaho OSBE.

Idaho Public High School Graduates for the Progression Modeling

A primary focus of the progression analysis in this report relates to Idaho public high school graduates of the Classes of 2012–13 and 2017–18, and their postsecondary enrollment and completion (Note: WICHE initially requested a third, earlier cohort year, but there were limitations in the data prior to 2013–14, particularly K–12 data).

	TOTAL	NOT COLLEGE-GOING	WENT TO COLLEGE WITHIN ACADEMIC YEAR	WENT AT LATER POINT
2012–13	16,731	4,688 28%	9,254 (AY 2013–14) 55%	2,789 17%
2017–18	18,926	7,116 38%	9,668 (AY 2018–19) 51%	2,142 11%

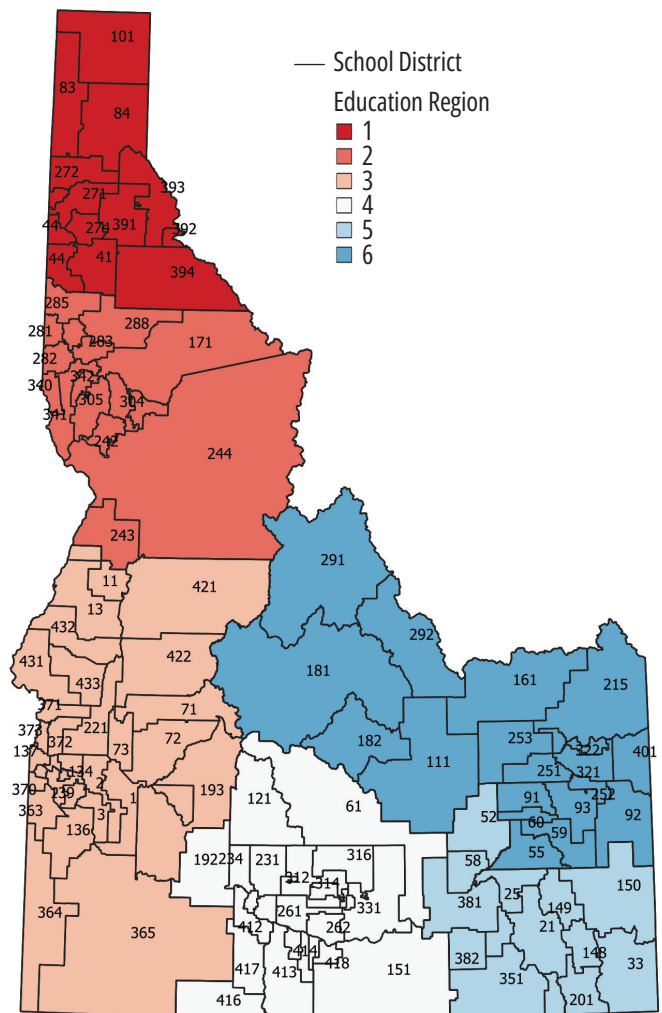
While they were not the primary focus of the analysis presented in the report, there were additionally almost 14,000 Idaho public high school graduates available to analyze from graduating classes 2004–05 to 2021–22, who were in the sample because they either enrolled in college or university for the first (known) time in the 2013–14 or 2018–19 academic years (related to Cohort 2 on page 73) or received a postsecondary credential in 2016–17 or 2021–22 (related to Cohort 3 on page 73).

Notes: *Distribution of Idaho public high school graduates from years other than 2012–13 and 2017–18 is not tabulated, because they were incidentally included in the drawn cohorts and do not describe comprehensive patterns for those other graduating class years. ‘Received a (related) credential’ within nine years for 2012–13 high school graduates, within four years for 2017–18 high school graduates. City-to-rural schema in use by the National Center for Education Statistics for representing the geographic nature of schools’ populations. ‘Related field’ and ‘Credential’ were CIP 11, 14, or 15, as throughout this report*

- ▶ Idaho public high school graduates from regions four and six were the most under-represented among the high school graduates who completed an engineering or computer science/information services credential, in this sample; high school graduates from region three were over-represented.

- High school graduates from schools categorized as 'city' or 'suburb'
- Male high school graduates were less likely (62%) than females (73%) to enroll in postsecondary at any point covered by the sample, but were significantly over-represented among those who ever majored in (male: 88%) or completed an engineering or computer science/information services credential (male: 81%).

Distribution of the 2012-13 and 2017-18 Public High School Graduates (Selected Characteristics)



By Education Region

	FIELDS OF INTEREST			
	PERCENT OF TOTAL	ENROLLED POST-SECONDARY (AT ANY POINT)	MAJORED (IN ONE OR MORE TERMS)	RECEIVED CREDENTIAL
One	11%	11%	12%	11%
Two	5%	5%	5%	5%
Three	44%	44%	43%	54%
Four	12%	12%	10%	9%
Five	9%	9%	9%	7%
Six	16%	16%	19%	12%
Virtual	0%	0%	0%	0%
Total	35,567	23,897	1,117	661

By Locale/Urbanicity

	COMP. SCI. OR ENGINEERING			
	PERCENT OF TOTAL	ENROLLED POST-SECONDARY (AT ANY TIME)	MAJORED IN A RELATED FIELD (EVER)	RECEIVED A RELATED CREDENTIAL
City	24%	25%	30%	34%
Suburb	26%	27%	26%	29%
Town	25%	24%	22%	18%
Rural	22%	21%	20%	17%
Virtual	3%	2%	2%	2%
Total	35,567	23,897	1,117	661

Map source: <https://boardofed.idaho.gov/resources/map-of-education-regions-in-idaho/>.

Postsecondary Entrants for the Progression Modeling

The second set of student cohorts for the progression modeling were those first-year (undergrad or graduate) or first year as transfer students in Idaho public institutions in 2018–19 (Summer term 2018 to Spring term 2019) and 2013–14 (Summer term 2013 to Spring term 2014).

These cohorts encompass the Idaho public high school graduates from Cohort 1, who enrolled in postsecondary within the first academic year after their high school graduation, as well as other students who entered the covered postsecondary institutions in that year:

FIRST ENROLLED	TOTAL	FIRST-TIME STUDENTS OTHER THAN IMMEDIATE COLLEGE-GOING IDAHO PUBLIC HIGH SCHOOL GRADUATES		IDAHO PUBLIC HIGH SCHOOL GRADUATES		
		STUDENTS WITH TERM-LEVEL DETAIL	LESS DETAIL (FOR CREDENTIAL AWARDS)	IMMEDIATE COLLEGE-GOING	OTHER GRADUATING CLASS	ID HSGs % OF ENROLLED POST-SECONDARY STUDENTS
AY 2013–2014	31,002	19,577		9,254	2,171	37%
AY 2018–2019	26,520	14,047	24,506	9,668	2,805	47%
Other Year	24,506					
Total Post-Sec. Students	82,028					

Notes: Students categorized as First-time enrollees in AY 2013–14 or 2018–19 are those which were part of the defined cohorts for which term-level detail was received. A portion of additional students appear to have first enrolled in either of these two years, as indicated in the less detailed data about students who received a postsecondary credential in 2016–17 or 2021–22, which also included students who first enrolled in any year beginning 2001–02 (“Other Year”).

Related to the focus of this report:

- ▶ 30% of the entering students in 2013–14, and 38% in 2018–19, were Idaho public high school graduates who enrolled within the year after their high school graduation.
- ▶ 38% of the entering postsecondary students in 2013–14 and 2018–19 who ever declared a major in engineering or computer science/information services were graduates of Idaho public schools. The enrollment data indicates that the share of entering postsecondary students who ever declared a major in engineering or computer science/information services and were Idaho high school graduates increased from 29% in 2013–14 to 48% in 2018–19 (albeit this was in the context of fewer students who declared these majors, 2,236 and 1,825, respectively).
- ▶ 42% of the entering postsecondary students from 2013–14 and 2018–19 who received a credential in engineering or computer science/information services were graduates of Idaho public schools. Among the 2013–14 entering postsecondary students who had received a credential in engineering or computer science/information services (875), 47% were Idaho public high school graduates. (The data only cover credentials/degrees awarded through 2021–22, too few years elapsed to report completion outcomes for 2018–19 entering students). Postsecondary Graduates in 2016–17 and 2021–22

- ▶ The third set of cohorts for progression analysis were students who were awarded a postsecondary credential in 2016–17 or 2021–22 (any major, to allow some comparison of how non-engineering/computer science completers enter into the workforce).
- ▶ These data about credentials awarded in two academic years provide a snapshot of annual engineering or computer science/information services graduate production by Idaho public postsecondary institutions:

Postsecondary Graduates in 2016–17 and 2021–22

The third set of cohorts for progression analysis were students who were awarded a postsecondary credential in 2016–17 or 2021–22 (any major, to allow some comparison of how non-engineering/computer science completers enter into the workforce).

These data about credentials awarded in two academic years provide a snapshot of annual engineering or computer science/information services graduate production by Idaho public postsecondary institutions:

	2016–17				2021–22			
	ASSOCIATE'S	BACHELOR'S	MASTER'S	DOCTOR'S	ASSOCIATE'S	BACHELOR'S	MASTER'S	DOCTOR'S
COMPUTER AND INFORMATION SCIENCES AND SUPPORT SERVICES								
Idaho High School Graduate	35	62	0	0	97	103	4	0
Other Postsecondary Entrant	81	136	26	3	48	121	19	10
Total	116	198	26	3	145	224	23	10
ENGINEERING								
Idaho High School Graduate	14	139	5	0	13	25%	30%	34%
Other Postsecondary Entrant	9	27%	26%	29%	26%	27%	26%	29%
Total	23	24%	22%	18%	25%	24%	22%	18%
ENGINEERING/ENGINEERING-RELATED TECHNOLOGIES/TECHNICIANS								
Idaho High School Graduate	14	139	5	0	71	6	33	0
Other Postsecondary Entrant	9	361	122	9	20	215	94	30
Total	123	31	5	9	33	400	127	30
OTHER FIELD OF STUDY								
Idaho High School Graduate	1,078	1,927	106	–	1,976	2,710	369	5
Other Postsecondary Entrant	1,702	3,705	1388	79	1275	3649	1603	78
Total	2,780	5,632	1,494	79	3,251	6,359	1,972	83

In 2016–17, about 80% of credentials for computer/information sciences and support services or engineering and related technologies/technicians among previous Idaho public high school graduates in one of the target fields were to white non-Hispanic students, 12% were to students of another race or ethnicity (8% were unknown race or ethnicity). The proportions in 2021–22 were 77% white non-Hispanic, 18% other race or ethnicity and 5% unknown.

Employer Survey

Survey Administration and Response Follow Up

The survey was delivered in partnership with the Idaho Technology Council (ITC), with respondents solicited from the ITC membership, membership of the industry advisory boards of the state university's engineering and computer science programs, the Idaho chapter of American Council of Engineering Companies, and individual recommendations from the project's industry advisory team. The survey was distributed to 684 companies.

Email invitations to the survey were distributed by the Idaho Technology Council beginning January 5. The survey remained open for responses through March 15, 2023 while follow-up was conducted to get responses from as many and diverse respondents as possible. By March 15, 2023, surveys were initiated by 116 respondents, 44 of which were largely incomplete or were responses from more than one respondent from the same company, resulting in 72 unduplicated and mostly complete responses, which are tabulated below.

Results

Shown below are basic distributions of the responses received.

NOTE: *The tables show results among those who answered; numbers may vary based on survey completeness.*

Survey Introduction

Your cooperation with this 5 minute survey will help us estimate the magnitude of Idaho businesses' needs for employees with engineering and computer science postsecondary education. We will use the responses collected to supplement existing occupational demand estimates so that the state has up-to-date information about current and anticipated demand as they consider engineering and computer science education investments and programming.

Your responses will be kept secure and confidential and company names will not be shown in connection with any specific results.

If you need to consult records or another individual for the requested information, you can suspend and resume this survey form using the link provided.

1. **Company name:** Check here ☐ if you do not want your company name shown in the published list of responding companies.

2. **In what Idaho county is your company located?:** If you have employees in more than one location in Idaho, please indicate the county of the location where the majority of Idaho employees are employed.

COUNTY	NUMBER	PERCENT
Ada County	42	59%
Ada County, and other locations	6	8%
Bannock County	2	3%
Boise County	1	1%
Bonner County	1	1%
Bonneville County	2	3%
Canyon County	2	3%
Caribou County	1	1%
Gooding County	1	1%
Idaho County	1	1%
Kootenai County	1	1%
Latah County	5	7%
Nez Perce County	1	1%
Washington County (and Ada County)	1	1%
Multiple locations, including outside of Idaho	4	6%
TOTAL	71	100%

3. **Industry sector:** Please choose from these nationally standardized sectors. If your firm spans more than one industry sector, please select 'Other' and specify below

NAICS CODE	DESCRIPTION	ADDITIONAL INFORMATION (NOT PROVIDED BY ALL RESPONDENTS)	NUMBER	PERCENT
54	Professional, Scientific, and Technical Services	Analog Encryption for Storage and Communication. Department of Defense. Embedded Systems Design/Sales of Product. Engineering. Engineering and Construction. Geotechnical Engineering. Legal Technology. Structural Engineering Consultation. Technology Services, Solutions and Global Internet.	33	46%
33	Manufacturing	Aerospace. Mining and Manufacturing.	12	17%
51	Information	Data Analytics and Visualization. Software as a Service.	8	11%
45	Retail Trade	Also Wholesale, Transportation and Aviation Sectors.	3	4%
52	Finance and Insurance		2	4%
61	Educational Services		2	4%
62	Health Care and Social Assistance		2	3%
22	Utilities		1	1%
92	Public Administration		1	1%
81	Other Services, except Public Administration	IT and Related Technology.	1	1%
11	Agriculture, Forestry, Fishing and Hunting	Lumber.	1	1%
11	Other	Architecture and Engineering Consulting. Industrial, Mining, Food, Wood and Dairy, in combination. Legal. Utilities, Manufacturing, Professional Scientific and Technical Services, in combination.	4	6%
	Total		71	100%

4. **How many employees (total, engineering, and computer/IT) do you have assigned to your Idaho operations and do any percentage of these employees work remotely from outside of Idaho?** Please approximate as necessary. Include full-time, part-time, contract, and seasonal employees. If you are responding on behalf of more than one site doing business in Idaho, include employees across these multiple sites.

Please use your best estimation of the "Engineering" and "Computer and Information Technology" employee categories. If you hire technicians in either category, please include them in your count. Software engineers should be counted under Engineering Employees. Examples of Computer and Information Technology Employees include but are not limited to: website developers, IT project managers, IT product owners, and tech support personnel.

	0	1–5	6–10	11–20	21–30	31–40	41–50	51–75	76–100	101–250	251–500	500+	CANNOT ESTIMATE, NOT APPLICABLE	EST. EMPLOYEES ACROSS RESPONDING COMPANIES*
Total Employees		7	6	5	7	5	3	1	2	11	7	16	1	13,434
Computer and Information Technology Employees	10	34	2	6	2	1	1	1	2	3	2	4	3	3,856
Engineering Employees	4	18	4	7	6	4	3	6	4	5	2	7	1	6,478

*** NOTE:** Rather than asking for precise estimates, respondents were provided ranges in which to indicate their hiring demand. This table presents responses by range category. WICHE computed the estimated employees across responding companies from the mid value of the range. For example, for the range "41–50," low = 41, mid = 45, and high = 50.

5. **Now, please anticipate the TOP 3 major fields of study you will most need among engineering and computer/IT employees to fulfill your hiring needs over the next year and up to 10 years into the future.** Include full-time, part-time, contract, and seasonal employees, and consider your need for employees to fill new positions as well as to replace turnover, retirements, etc. If you are responding on behalf of more than one site doing business in Idaho, include employees across these multiple sites.

			NUMBER OF RESPONSES			
			#1	#3	#2	Chose as a Top 3 Major
Computer and Information Sciences and Support Services	CIP Code	Program Title				
	11.07	Computer Science	9	3	1	13
	30.08	Mathematics and Computer Science	2	5	1	8
	11.0103	Information Technology	1	2	4	7
	11.09	Computer Systems Networking and Telecommunications	1	2	4	7
	15.1202	Computer Technology/Computer Systems Technology	3	1	2	6
	11	Computer And Information Sciences And Support Services	3	1	1	5
	11.0801	Web Page, Digital/Multimedia and Information Resources Design	0	1	3	4
	11.04	Information Science/Studies	1	1		2
	11.1001	Network and System Administration/Administrator	0	1	1	2
	11.0104	Informatics	1			1
	11.0804	Modeling, Virtual Environments and Simulation	0	1		1
Number of Companies with Computer and Information Sciences and Support Services as One of the Top Hiring Majors			21	18	17	21
Engineering	14.0801	Civil Engineering, General	16	4		20
	14.19	Mechanical Engineering	1	6	7	14
	15.0805	Mechanical Engineering/Mechanical Technology/Technician	5	6	2	13
	15.1304	Civil Drafting and Civil Engineering CAD/CADD	2	5	5	12
	14.47	Electrical and Computer Engineering	5	3	2	10
	15.0303	Electrical, Electronic and Communications Engineering Technology/Technician	0	5	3	8
	14.01	Engineering, General	2	3	1	6

	CIP Code	Program Title	NUMBER OF RESPONSES			
			#1	#3	#2	Chose as a Top 3 Major
Engineering	14.0805	Water Resources Engineering	0	4	2	6
	14.10	Electrical, Electronics and Communications Engineering	3	1	2	6
	14.99	Engineering, Other	3	1	2	6
	15.0613	Manufacturing Engineering Technology/Technician	2	1	3	6
	14.07	Chemical Engineering	1	2	2	5
	14.0901	Computer Engineering, General	4			4
	14.13	Engineering Science	1	1	2	4
	14.1801	Materials Engineering	0	1	3	4
	14.14	Environmental/Environmental Health Engineering	1		1	2
	14.27	Systems Engineering	0		2	2
	14.21	Mining and Mineral Engineering	0	1		1
	14.23	Nuclear Engineering	1			1
	Number of Companies with Engineering as One of the Top Hiring Majors		47	44	3	
	Unsure, cannot estimate*		1	1		

*** NOTE:** One of the respondents, who could not classify the field of study, indicated demand for 'Intern' positions with a professional, scientific, and technical services establishment. The other respondent could not estimate demand but responded to other parts of the survey.

6. **Please estimate for the #1, #2, and #3 education majors selected above: The preferred degree level for your firm's employees with that education major. Your recent ability to find employees with this education.**

NOTE: The total number of responses for a given degree level may exceed the number of respondents, because companies could provide this information for up to three 'top' majors and therefore a given survey response may be reflected in up to three cells.

6. **Please estimate for the #1, #2, and #3 education majors selected above: The preferred degree level for your firm's employees with that education major. Your recent ability to find employees with this education.**

NOTE: The total number of responses for a given degree level may exceed the number of respondents, because companies could provide this information for up to three 'top' majors and therefore a given survey response may be reflected in up to three cells.

	CIP Code	Program Title	PREFERRED DEGREE LEVEL (NUMBER OF RESPONSES)				RECENT ABILITY TO FIND EMPLOYEES (NUMBER OF RESPONSES)		
			Associate	Bachelor	Master or Higher*	Something Else or NA	Generally Able to Fill	Somewhat challenging to fill	Very challenging or unable to fill
Computer and Information Sciences and Support Services	11	Computer And Information Sciences And Support Services		3	2	1		3	
	11.0103	Information Technology	1	6			1	1	3
	11.0104	Informatics		1					1
	11.04	Information Science/Studies		2				1	
	11.07	Computer Science	1	10	1	1		7	2
	11.0801	Web Page, Digital/Multimedia and Information Resources Design		4			2	1	
	11.0804	Modeling, Virtual Environments and Simulation		1					
	11.09	Computer Systems Networking and Telecommunications	2	5				1	1
	11.1001	Network and System Administration/Administrator		2			1		
	15.1202	Computer Technology/Computer Systems Technology	1	3	2	1	1	2	1
	30.08	Mathematics and Computer Science		4	4			2	2

*** NOTE:** Three respondents indicated that a Doctoral degree was the preferred degree level for employees with Computer Technology/Computer Systems Technology, Electrical and Computer Engineering, and Engineering (Other) degrees. And three indicated a Doctoral degree was preferred for employees with a Mathematics and Computer Science major.

	CIP Code	Program Title	PREFERRED DEGREE LEVEL (NUMBER OF RESPONSES)				RECENT ABILITY TO FIND EMPLOYEES (NUMBER OF RESPONSES)		
			Associate	Bachelor	Master or Higher*	Something Else or NA	Generally Able to Fill	Somewhat challenging to fill	Very challenging or unable to fill
Engineering	14.01	Engineering, General	1	4	1			1	3
	14.07	Chemical Engineering		5			1		2
	14.0801	Civil Engineering, General		12	8		2	6	7
	14.0805	Water Resources Engineering		3	3				4
	14.0901	Computer Engineering, General		4		1	1	2	
	14.10	Electrical, Electronics and Communications Engineering		4	2		1	4	
	14.13	Engineering Science	1	3				3	
	14.14	Environmental/Environmental Health Engineering		1	1				
	14.1801	Materials Engineering			4			2	
	14.19	Mechanical Engineering		10	4		5	3	1
	14.21	Mining and Mineral Engineering		1				1	
	14.23	Nuclear Engineering			1			1	
	14.27	Systems Engineering	1	1				2	
	14.47	Electrical and Computer Engineering	2	4	5		1	1	2
	14.99	Engineering, Other		3	3			1	3
	15.0303	Electrical, Electronic and Communications Engineering Technology/Technician		6		2	2	4	
	15.0613	Manufacturing Engineering Technology/Technician	1	5				2	
	15.0805	Mechanical Engineering/Mechanical Technology/Technician	2	10		1	3	4	1
	15.1304	Civil Drafting and Civil Engineering CAD/CADD	5	4	2	1		3	5
		Unsure, cannot estimate top majors		2					1

7. **About how many employees with that education do you expect to hire in the next 12 months, between now and 5 years from now, and between now and 10 years from now (approximate as necessary).**

NOTE: Rather than asking for precision estimates, respondents were provided ranges in which to indicate their hiring demand: 0, 1–5, 6–10, 11–20, 21–30, 31–40, 41–50, 51–75, 76–100, 101–250, 251–500, and more than 500. For feasibility, this table summarizes responses by broader categories. WICHE computed the estimated Jobs from the mid value of the range. For example, for the range "1–50," low =41, mid = 45, and high = 50. Also, the total number of responses for a given program may exceed the number of respondents, because companies could provide this information for up to three 'top' majors and therefore a given survey response may be reflected in up to three cells.

a. In the next 12 months

			PROJECTED NUMBER OF EMPLOYEES			PERCENT OF ESTIMATED JOBS			ESTIMATED JOBS
			1-50	51-100	100 or more	Associate	Bachelor	Master or PhD	
Computer and Information Sciences and Support Services	CIP Code	Program Title							
	11.0103	Information Technology	6		1	1%	99%		541
	11.09	Computer Systems Networking and Telecommunications	5		1	94%	6%		533
	11.07	Computer Science	12	1		1%	79%	7%	202
	30.08	Mathematics and Computer Science	6	1			92%	8%	118
	11.0801	Web Page, Digital/Multimedia and Information Resources Design	3	1			100%		97
	11	Computer And Information Sciences And Support Services	5				51%	49%	37
	15.1202	Computer Technology/Computer Systems Technology	6			9%	40%	9%	35
	11.0804	Modeling, Virtual Environments and Simulation	1				100%		8
	11.1001	Network and System Administration/Administrator	2				100%		6
	11.04	Information Science/Studies	2				100%		6
	11.0104	Informatics	1				100%		3
COMPUTER AND INFORMATION SERVICES AND SUPPORT SERVICES									1,586

	CIP Code	Program Title	PROJECTED NUMBER OF EMPLOYEES			PERCENT OF ESTIMATED JOBS			ESTIMATED JOBS
			1-50	51-100	100 or more	Associate	Bachelor	Master or PhD	
Engineering	15.0303	Electrical, Electronic and Communications Engineering Technology/Technician	7		1		98%		396
	15.0613	Manufacturing Engineering Technology/Technician	4	1	1	1%	99%		280
	15.0805	Mechanical Engineering/Mechanical Technology/Technician	11		1	2%	97%		260
	14.0801	Civil Engineering, General	19	1			75%	25%	210
	14.47	Electrical and Computer Engineering	8		1	88%	8%	4%	209
	14.1801	Materials Engineering	3	1				100%	119
	14.10	Electrical, Electronics and Communications Engineering	5	1			95%	5%	115
	14.19	Mechanical Engineering	14				84%	16%	74
	15.1304	Civil Drafting and Civil Engineering CAD/CADD	11			24%	58%	12%	50
	14.23	Nuclear Engineering	1					100%	45
	14.01	Engineering, General	6			20%	73%	8%	40
	14.0901	Computer Engineering, General	3				74%		31
	14.27	Systems Engineering	2			11%	89%		28
	14.0805	Water Resources Engineering	5				22%	78%	27
	14.99	Engineering, Other	6				61%	39%	23
	14.07	Chemical Engineering	5				100%		20
	14.13	Engineering Science	4			18%	82%		17
	14.14	Environmental/Environmental Health Engineering	2				50%	50%	6
	14.21	Mining and Mineral Engineering	1				100%		3
	ENGINEERING								1,953
		Unsure, cannot estimate	1				100%		3

b. Between now and 5 years from now, and between now and 10 years from now:

			5 YEARS FROM NOW NUMBER RESPONDING BY RANGE AND TOTAL ESTIMATED				10 YEARS FROM NOW* NUMBER RESPONDING BY RANGE AND TOTAL ESTIMATED			
			1-50	51-100	100 or more	Estimated Jobs	1-50	51-100	100 or more	Estimated Jobs
Computer and Information Sciences and Support Services	CIP Code	Program Title								
	11.0103	Information Technology	5	1	1	643	5		2	762
	11.09	Computer Systems Networking and Telecommunications	4	1	1	640	3	2	1	720
	11.07	Computer Science	10	1	1	475	7	1	3	1188
	30.08	Mathematics and Computer Science	6	1		110	4	1	1	319
	11.0801	Web Page, Digital/Multimedia and Information Resources Design	3			19	3			38
	11	Computer And Information Sciences And Support Services	5			151	2	2	1	374
	15.1202	Computer Technology/Computer Systems Technology	6			89	4			120
	11.0804	Modeling, Virtual Environments and Simulation	1			45			1	175
	11.1001	Network and System Administration/Administrator	2			11	1			3
	11.04	Information Science/Studies	2			18	2			23
	11.0104	Informatics	1			15				0
COMPUTER AND INFORMATION SERVICES AND SUPPORT SERVICES						2,216				3,722

*** NOTE:** WICHE heard that it is difficult to estimate demand at 5 years and particularly 10 years out, and a diminished number of responses are reflected in the longer timeframes. The estimate demand was distributed similarly across degree levels as at 12 months, so for feasibility, it is not repeated in this table.

	CIP Code	Program Title	5 YEARS FROM NOW NUMBER RESPONDING BY RANGE AND TOTAL ESTIMATED				10 YEARS FROM NOW* NUMBER RESPONDING BY RANGE AND TOTAL ESTIMATED			
			1-50	51-100	100 or more	Estimated Jobs	1-50	51-100	100 or more	Estimated Jobs
Engineering	15.0303	Electrical, Electronic and Communications Engineering Technology/Technician	7		1	413	7		1	445
	15.0613	Manufacturing Engineering Technology/Technician	4		1	545	3	1	1	598
	15.0805	Mechanical Engineering/Mechanical Technology/Technician	11	1		202	9	2		232
	14.0801	Civil Engineering, General	19		1	579	13	4	1	916
	14.47	Electrical and Computer Engineering	9		1	594	6	1	1	651
	14.1801	Materials Engineering	2	1	1	582	2		1	512
	14.10	Electrical, Electronics and Communications Engineering	4	1	1	502	3	1	2	795
	14.19	Mechanical Engineering	13	1		165	11	1		234
	15.1304	Civil Drafting and Civil Engineering CAD/CADD	11			109	10			130
	14.23	Nuclear Engineering		1		88				0
	14.01	Engineering, General	5		1	244	5			103
	14.0901	Computer Engineering, General	4			86	1	1	1	266
	14.27	Systems Engineering	1			3	1			8
	14.0805	Water Resources Engineering	5			72	4	1		129
	14.99	Engineering, Other	6			81	4			98
	14.07	Chemical Engineering	5			52	4	1		117
	14.13	Engineering Science	4			44	3			68
	14.14	Environmental/Environmental Health Engineering	1			8	1			8
	14.21	Mining and Mineral Engineering	1			8	1			15
	Engineering					4,377				5,325
	14.21	Unsure, cannot estimate	2			6	2			11

8. **Any additional information about your anticipated engineering and/or computer/information technology hiring needs you would like to share.**

Respondents with (primarily) Computer and Information Sciences and Support Services demand:

- Data Management, Data Integration, Data Security
- Had multiple job openings for 2 years now and unable to fill. Lack of interested candidates and lack of qualified candidates.
- Hire people for non-technical positions in customer success with some background in software (ex. bootcamp) or OTJ in cybersecurity (ex. from National Guard experience) that they can over time train up.
- We need all types of knowledge workers.
- Most of our positions are required to work on-site at one of the National Labs or in Washington DC which can make hiring more challenging.
- Need to include analytics, business intelligence and artificial intelligence/machine learning.
- The above are approximate numbers for our Idaho-based business unit. My personal hiring needs skew more strongly towards highly educated research professionals (small number of PhDs or Masters with demonstrable research experience)
- The most important skill is not math and the process, it is all of that in addition to creativity, critical thinking, and communication. We need people who are coachable.
- We are struggling to hire in the Idaho market. Most new hires are either in other states or outside the country. We've been investing in establishing development centers in other cities to find talent.
- We have found that we have to settle for people outside of Idaho and people without degrees, but with the right experience, in order to fill our job openings.
- We hire mainly from out of state. We actively recruit outside of Idaho.
- We're finding that computer programming, UI/UX, product management, and other 'build software application' positions are generally very hard to find in Idaho and much easier to find in other areas so we hire remote. We also find that local code schools are generally preparing employees better for real world needs better than the universities in this sector.
- We've hired many persons remotely to expand our options and diversity. Even locally living persons prefer to work remote so we are comfortable with remote workers.

Respondents with (primarily) Engineering demand

- Any type of engineer, plus another specialty do not wish to disclose; demand would really increase if a big project they're working on happens; would really shift these numbers
- CAD technicians are more difficult to locate/hire than engineers.

- I'm a Boise State Alumni and I will NOT hire anyone without a direct referral from that college. I'm personally utterly embarrassed by the lack of basic embedded systems knowledge from our local university. The level of industry targeted knowledge is beyond lack luster. Every - single - one of my interviews with a BSU alumni that has applied through LinkedIn or any other medium that wasn't directly selected by me has turned into me educating the interviewee rather than them answering the most basic of questions. i.e. "show me a circuit that will allow a microcontroller to read the resistance of a potentiometer". Seriously BSU, please update your program. I'm tired of recommending employers as well as students go elsewhere - in fact - anywhere else (CWI, U of I, etc.).
 - More advanced analytic background is critically important going forward.
 - These numbers cover anticipated hiring for three current locations, but are not inclusive of all our technical hiring. As an engineering and environmental firm, all our hires outside of administrative, financial, and support staff have a technical background.
 - We have more problem finding highly knowledgeable analog engineers.
 - Will hire at Bachelor's level, but prefer masters - also a big shortage at associate's degree level for surveyors and CAD
9. **Are there any licenses, certificates, industry certifications, or other credentials outside of the postsecondary degree types listed above that are critical for your firm's employees to hold?**

Respondents with (primarily) Computer and Information Sciences and Support Services demand:

- A variety of certifications in IT and computer networking, as well as cloud computing certifications (can't recall the names offhand, but there are several cloud certifications from Microsoft, Google, and AWS that I think would be immensely useful for us).
- Actual portfolio of Project results. Most Computer science can be self taught from online resources and is best learned when applied.
- AWS certified cloud practitioner Certified cloud security professional (CCSP) Certified data privacy solutions engineer (CDPSE) Certified data professional (CDP) Certified ethical hacker (CEH) Certified information security manager (CISM) Certified information systems security professional (CISSP) Cisco certified internetwork expert (CCIE) Cisco certified network professional (CCNP) CompTIA (A+, Cloud+, Security+) Microsoft Certified Azure Solutions Architect Microsoft certified solutions associate/expert (MCSA/MCSE) Information technology infrastructure library (ITIL) Oracle database and MySQL administration certifications Project management professional (PMP) Salesforce certified development lifecycle and deployment designer
- AWS credentials are valuable. Web technology certificates are also good.
- CISSP (need 5 years of experience to take the test), Security+, Offensive Security Certified Professional (OSCP)
- Cloud platform certifications (AWS, GCP) are desirable but not required for all positions.

- Depends on the position - Safety certifications, health physics, etc. as needed.
- For more experienced positions additional credentials might help, but we don't have any requirements today.
- I am less concerned about 4 year degrees and more concerned about people who know how to write code. The code camp schools are leaving plenty to be desired in most candidates.
- Network Certifications, IT Certifications, Sales, Business and SAP ERP certifications
- There are a lot of options and pathways, but nothing that is critical.
- We have hired engineers that have been through bootcamps and some with four year degrees. The education that they receive is so behind that we've found, more often than not, we're better off to hire those that dropped out and are self-taught.
- We're finding that real world experience and/or code schools are generally producing employees with skill sets closer to what we need for our software application positions. These don't typically correspond with licenses, certificates, etc.

Respondents with (primarily) Engineering demand:

- All of our engineering/geology staff are required to pass the Fundamentals of Engineering/ Fundamentals of Geology to obtain their Engineer-in-training (E.I.T.) or Geologist-in-training (G.I.T.) certification, AND then pass their respective professional license exams to become licensed as a Professional Engineer (P.E.) or Professional Geologist (P.G.).
- All staff need certifications, and some need to attain professional engineering licensure
- Construction inspector certifications, HAZWOPER, OSHA 10-hour, CADD and BIM certificates, Civil 3D skills
- Construction testing certifications, WAQCT
- EI, PE
- Fundamentals of Engineering (FE), Professional Engineer (PE), Structural Engineer (SE)
- Fundamentals of Engineering exam. PE exam and licensure.
- HAZWOPER, WAQTC Certifications
- Licenses: Professional Engineer, Professional Land Surveyor, PTOE, AICP

- Multiple cybersecurity specialized certifications.
- None required, professional licenses are encouraged.
- P.E., ENV SP, LEED
- PE is great but not necessary
- PE license for Civil Engineers
- PE licenses for engineers
- PE seal
- PE, various IT Certifications
- PE's, EIT's, structural Engineering
- PMP, PE
- Professional Engineer
- Professional Engineer (PE).
- Professional Engineer License (PE)
- Professional Engineer, Professional Geologist.
- Professional Engineer; IT and cyber security credentials;
- Professional Engineering license preferred but not critical/required.
- Professional Engineers (PE), Professional/Registered Geologist (P/RG), Licensed Engineer Geologist (LEG)
- Tech certs of all kinds
- United States Patent and Trademark Office registration (strong preference); state bar registration (strong preference); J.D. degree (strong preference)
- We seek engineers with experimental graduate research experience

10. What role do Idaho colleges and universities—or other sources—play in producing the engineering and computer/information technology employees you need?

		NUMBER					PERCENT				
		Strongly Agree	Somewhat Agree	No Opinion or N/A	Somewhat Disagree	Strongly Disagree	Strongly Agree	Somewhat Agree	No Opinion or N/A	Somewhat Disagree	Strongly Disagree
Computer and Information Sciences and Support Services	We prefer to hire locally and/or have employees on premises	8	10	1	2	1	36%	45%	5%	9%	5%
	Hiring graduates from Idaho colleges and universities is important to us	8	9	4	1	0	36%	41%	18%	5%	0%
	There are sufficient applicants from Idaho universities for our needs	0	1	3	10	8	0%	5%	14%	45%	36%
	There are sufficient applicants from Idaho community colleges for our needs	0	0	10	3	9	0%	0%	45%	14%	41%
	There are sufficient applicants from non-college training programs for our needs	2	3	11	3	3	9%	14%	50%	14%	14%
	We rely on training provided by Idaho colleges or universities to upskill our current workforce	1	8	4	5	4	5%	36%	18%	23%	18%
	Colleges or universities outside the state provide skillsets that Idaho colleges and universities do not	5	6	3	6	2	23%	27%	14%	27%	9%
	We have specific strategic targets that are hard to fulfill from Idaho colleges or universities (e.g., grant requirements, diversity goals, etc.)	4	2	8	5	3	18%	9%	36%	23%	14%
	Other factors are more important than where the employee originates (please specify)	11	6	4	0	0	52%	29%	19%	0%	0%

		NUMBER					PERCENT				
		Strongly Agree	Somewhat Agree	No Opinion or N/A	Somewhat Disagree	Strongly Disagree	Strongly Agree	Somewhat Agree	No Opinion or N/A	Somewhat Disagree	Strongly Disagree
Engineering	We prefer to hire locally and/or have employees on premises	30	12	2	1	0	67%	27%	4%	2%	0%
	Hiring graduates from Idaho colleges and universities is important to us	26	11	4	2	2	58%	24%	9%	4%	4%
	There are sufficient applicants from Idaho universities for our needs	1	10	5	16	13	2%	22%	11%	36%	29%
	There are sufficient applicants from Idaho community colleges for our needs	0	5	12	14	14	0%	11%	27%	31%	31%
	There are sufficient applicants from non-college training programs for our needs	0	8	18	11	8	0%	18%	40%	24%	18%
	We rely on training provided by Idaho colleges or universities to upskill our current workforce	8	12	8	9	8	18%	27%	18%	20%	18%
	Colleges or universities outside the state provide skillsets that Idaho colleges and universities do not	7	15	12	8	3	16%	33%	27%	18%	7%
	We have specific strategic targets that are hard to fulfill from Idaho colleges or universities (e.g., grant requirements, diversity goals, etc.)	7	9	17	9	3	16%	20%	38%	20%	7%
	Other factors are more important than where the employee originates (please specify)	19	9	13	2	0	44%	21%	30%	5%	0%

11. Other information:

Respondents with (primarily) Computer and Information Sciences and Support Services demand:

- Ability to deliver results, innovation, and demonstrated initiative.
- Culture, acumen, knowledge
- Even local employees often work remote. Being humble, hungry, and people smart far outweighs location.
- I grew up in Idaho and attended an Idaho college for a short time. However, the education was not at all what I needed to be successful in my field. It fell very short. I would be surprised to find a candidate from an Idaho university that would meet the needs of my organization.
- Qualifications: areas of study and practical experience from projects or (preferably) internships.
- SAP has an Alliances University offering for free. Dozens of US universities leverage this program to help certify SAP resources. In short, the business community is screaming for this need. Idaho universities can get content for free and quickly generate Business Certification Revenue.
- Skills are the most critical thing for hiring, they assess these during their interview process
- Skillset matters most.
- total compensation requirements, skill sets, and experience are still the most important factors for hiring.
- Training and experience are more important than origination. For my teams' positions I would rather hire a strong researcher from an out-of-state institution than an Idaho-trained individual with no research experience.
- We are an early stage startup company so assessing these questions is somewhat hard at this stage.
- We have non-college training candidates but very few of them have the requisite skills.
- We target employees who are capable in data management (set theory, Structured Query Language - SQL, Dimensional Data Modeling, Data Vault Data Modeling). While Idaho's employment laws are often superior from an employer perspective, we look elsewhere because these skills are not produced from standard ID universities and colleges.
- We're most interested in qualifications. We like the idea of hiring software engineers with four-year degrees, but we have not been able to find them from our recruiting at BYU-Idaho and Idaho State.

Respondents with (primarily) Engineering demand:

- Applicable skills in: Education Experience
- Because we cannot find/hire sufficient students from Idaho Colleges and Universities to meet our current staffing needs, we also recruit from other schools in Utah and Washington.

- Best qualified individual for the need. U of I graduates routinely meet that need and in many areas excel over graduates from other universities.
- Candidates are evaluated on their skills and potential to fill the need of the specific position, regardless of where they are from or which university they attended.
- Credentials, experience, and cultural fit are important factors regardless of where the employee originates.
- For the specific skills like communications circuit engineering (analog transmitter/mixer/modulator) work at high frequencies hiring someone with experience is safer.
- If an employee originates from outside the state but is very qualified and meets/exceeds our expectations, that's more important than location.
- If we can find people with a seismic background that is very important, and there is little in any Idaho curriculum to support that (U of I does some, BSU used to have a structural dynamics course, but it has not run for some time).
- ISU could, or should, provide engineering focus on PE end goal for graduates.
- It is sometimes difficult to draw people to north Idaho, so drawing people who are local is helpful for retention. But the biggest factor is really just getting the right individuals and team fit, which can be from most anywhere. Aerospace engineering is a skillset that Idaho colleges don't offer, so that would be useful -- but mechanical and electrical engineering degrees are usually acceptable.
- My company's main office is outside of Idaho. Some employees work remotely FROM Idaho. On-site preference is for non-Idaho employees.
- Need to be willing to live in a small town
- Other factors- education, skillset, and diversity are more important than where the employee originates
- Passion about the field and baseline embedded systems knowledge.
- Previous experience is typically more important than where the degree comes from. Idaho degrees are not specifically a hiring criteria
- Quality of candidate
- Soft and team/collaborative skills, as well as effective communication are critically important.
- The graduate research programs in Idaho do not produce the skillsets or experience we require in our advanced engineering business. Consequently, our senior hires have had to come from out of state. We obviously can preference origin location over the requisite skills for our positions.
- Their skillset and availability.
- Upper bound of estimated hires is impossible to say – we will hire engineers wherever. People can be anywhere now – could theoretically hire as many as came out of programs.

- We hire all qualified candidates no matter where they went to school but prefer ones from Idaho.
- We like the small town background for work ethic and hands-on experience. Workers from larger cities seem to have slightly better education.
- Where they are from is not important at all. proximity to clients/office is more of a factor in choosing to hire, as is CV
- Work ethic, experience & previous training

NCHEMS Student Flow Model

Project/Model Description

NCHEMS was contracted to modify their base Student Pipeline Model to accommodate data provided by the Idaho Office of the State Board of Education to track the progress of Idaho students from 9th grade through college completion and to allow users to adjust performance at selected points along the pipeline to ascertain the overall impact on postsecondary enrollments and completions for selected program areas (computer science, engineering, and engineering tech) out to the year 2030.

User Note

NCHEMS Base Student Flow Model strictly utilizes publicly available data and publications to generate the dashboard metrics and background calculations for the model. Sources of data include the National Center for Education Statistics (NCES), the NCES Integrated Postsecondary Education Data System (IPEDS), Western Interstate Commission for Higher Education (WICHE) secondary enrollment and high school graduate projections, Census Bureau population estimates, and the Census Bureau's American Community Survey (ACS). For this project, the Idaho Office of the State Board of Education was able to provide program-level enrollment and completions data by sector (public 4-year, public 2-year) to help inform the model to produce program-level enrollments and completions. Although the model inputs and outputs enrollment and completions numbers in precision, there is inherently error propagating through the model due to imperfect data and missing data elements. Differences in the multiple data sets used within the model create some error as does lack of detail at the institution level and on the various types of students moving through the pipeline. Users should focus on the magnitude of change and directional patterns observed in enrollment and completions distributions when drawing conclusions.

College Participation Metrics (User adjustable within the model)

High School Graduation Rates

Sources: National Center for Education Statistics (NCES) Digest of Education Statistics, public high school 4-year adjusted cohort graduation rate (ACGR). Idaho Office of the State Board of Education, 9th grade and high school graduate numbers 2010–11 through 2021–22 (projections calculated by WICHE).

Description: The adjusted cohort graduation rate (ACGR) is the percentage of public high school freshmen who graduate with a regular diploma within 4 years of starting 9th grade. Students who are entering 9th grade for the first time form a cohort for the graduating class. This cohort is “adjusted” by adding any students who subsequently transfer into the cohort and subtracting any students who subsequently transfer out, emigrate to another country, or die. Additional high school graduates entering postsecondary education 2022–23 through 2029–30 are calculated using 9th grade and high school graduate projections.

In-State College-going Rates Directly Out of High School

Sources: NCES, IPEDS Fall Residency and Migration Surveys for Fall 2016, 2018, and 2020 (mandatory reporting in even years only). Western Interstate Commission for Higher Education, Knocking at the College Door: Projections of High School Graduates, 2020. <https://knocking.wiche.edu/data/knocking-10th-data/>. High school graduates for academic years 2015–16, 2017–18, and 2019–20.

Description: In-State Fall first-time students directly out of high school (within the past year) as a percent of recent high school graduates (the previous spring), 3-year weighted average 2016, 2018, and 2020.

Out-of-State College-Going Undergraduates Directly Out of High School

Sources: NCES, IPEDS Fall Residency and Migration Surveys for Fall 2016, 2018, and 2020 (mandatory reporting in even years only).

Description: Number of out-of-state first-time undergraduates directly from high school attending Idaho Title IV institutions.

First-Time Participation Rate of 20–44 Year Olds

Sources: NCES, IPEDS Fall Residency and Migration Surveys for Fall 2016, 2018, and 2020 (mandatory reporting in even years only). U.S. Census Bureau July 1 Population Estimates by age, 2016, 2018, and 2020.

Description: Fall first-time students not directly out of high school as a percent of 20–44 year-olds (3-year weighted average 2016, 2018, and 2020).

College Retention and Progression (User adjustable within the model)

Postsecondary Progression Rates by sector, student type, program, and postsecondary year of enrollment

Sources: Idaho Office of the State Board of Education, year-to-year progression of undergraduate students by student type, sector, program, and postsecondary year, 2016–17 through 2021–22 (overall average figures for this period calculated by NCHEMS). NCES, IPEDS fall 2020 enrollment files (fall 2020 retention rates by sector). NCES, IPEDS 2018–19, 2019–20, and 2020–21 instructional activity files. NCES, IPEDS 2018–19, 2019–20, and 2020–21 Completions files.

Description, Public 4-year: Average enrollment and progression rates for first-to-second, second-to-third, and third-to-fourth year undergraduate enrollment for selected programs (computer science, engineering, and engineering tech). These three progression years are used to model overall enrollment trends at public 4-year institutions. IPEDS awards, enrollment, and first-to-second year retention for public 4-year institutions were used to inform an estimated split of the Idaho progression data into public research and public comprehensive institutions.

Description, Public 2-year: Average enrollment and progression rates for first-to-second and second-to-third year undergraduate enrollment for selected programs (computer science, engineering, and engineering tech). These two progression years are used to model overall enrollment trends at public 2-year institutions.

Description, Private Institutions: IPEDS enrollment, completions, and retention were used to compare with public 4-year institutions to estimate progression of undergraduate students for first-to-second, second-to-third, and third-to-fourth year for selected programs (computer science, engineering, and engineering tech). These three progression years are used to estimate overall enrollment trends at private institutions.

College Completion (User adjustable within the model)

Undergraduate degrees and certificates produced per 100 FTEs

Sources: Idaho Office of the State Board of Education, completions and FTE enrollment by program and postsecondary year, 2016–17 through 2021–22 (overall average figures for this period calculated by NCHEMS). NCES, IPEDS 2017–18, 2018–19, and 2019–20 instructional activity files (total FTE enrollment by sector). NCES, IPEDS 2017–18, 2018–19, and 2019–20 completions files (total undergraduate awards by sector).

Description: Undergraduate credentials (certificates of at least 12 weeks in length, associates, and bachelor's) awarded per 100 full-time equivalent undergraduates by sector and program (computer science, engineering, and engineering tech). Idaho figures by sector and program are an average for 2016–17 through 2021–22. IPEDS figures for sector totals are a 3-year weighted average for 2017–18, 2018–19, and 2019–20.

ENDNOTES

- ¹ The relatively close relationship between bachelor (and above) degree holders in engineering and computer-related fields and employer hiring demand for these types of roles was less clear for engineering technologists (who might be hired at the bachelor's or associates level, or trained on the job), therefore, these data are not presented in the executive summary.
- ² Bureau of Labor Statistics. (2022, September 8). *Occupational outlook handbook: Architecture and engineering occupations*. U.S. Department of Labor. <https://www.bls.gov/ooh/architecture-and-engineering/home.htm>
- ³ WICHE analysis of IPEDS data & data provided by the Idaho State Board of Education. The research presented here utilizes SLDS Data from the Idaho State Board of Education (SBOE) and the Idaho State Department of Education (SDE). Any errors are attributable to WICHE.
- ⁴ Krebs, B., McHugh, C., & Mehl, A. (2023, January). *Educated in Idaho, employed in Idaho*. Idaho State Board of Education. <https://boardofed.idaho.gov/resources/educated-in-idaho-employed-in-idaho/>
- ⁵ Bureau of Labor Statistics. (2022, May). Occupational employment and wage statistics. U.S. Department of Labor. <https://www.bls.gov/oes/tables.htm>
- ⁶ ACEC Research Institute. (2023, May). *Engineering business sentiment 2023 Q2*. American Council of Engineering Companies. <https://programs.acec.org/impact-report-21>
- ⁷ While WICHE generally prefers precision in using defined terms, there are substantial gray areas in usage on the ground, so further analyses will provide substantial analysis of this point. For additional context, please see National Center for Education Statistics. (n.d.). *The classification of instructional programs: Detail for CIP code 11, computer and information sciences and support services*. U.S. Department of Education Institute of Educational Sciences. <https://nces.ed.gov/ipeds/cipcode/cipdetail.aspx?y=55&cid=88073>.
- ⁸ Bureau of Labor Statistics. (2022, September 8). *Occupational outlook handbook: Architecture and engineering occupations*. U.S. Department of Labor. <https://www.bls.gov/ooh/architecture-and-engineering/home.htm>.
- ⁹ Within the Bureau of Labor Statistics' *Occupational employment and wage statistics* tables, "Computer" occupations include all occupations within SOC Code 15-1200 "Computer Occupations" (due to changes to the SOC Classification system between 2010 and 2018. Computer Occupations were defined as 15-1100 from 2010 to 2017 and use 15-1200 beginning in 2018. These data generally reflect the same "bucket" of occupations although specific detailed occupations were added and deleted over this time period as well as 11-3021 "Computer and Information Systems Managers" within 11-3000 "Operations Specialties Managers." According to the BLS occupational profiles, entry-level work in each of these fields typically requires a bachelor's degree. Bureau of Labor Statistics. (2022, May). Occupational employment and wage statistics. U.S. Department of Labor. <https://www.bls.gov/oes/tables.htm>
- ¹⁰ Bureau of Labor Statistics. (2022, May). *Occupational employment and wage statistics*. U.S. Department of Labor. <https://www.bls.gov/oes/tables.htm>
- ¹¹ Bureau of Labor Statistics. (2023). *Occupational employment and wage data, May 2022*. Idaho Department of Labor. <https://lmi.idaho.gov/data-tools/oews/>
- ¹² Bureau of Labor Statistics. (2023). *Occupational employment and wage data, May 2022*: Table 1.05. Idaho Department of Labor. <https://lmi.idaho.gov/data-tools/oews/>
- ¹³ Idaho Department of Commerce. *Key Industries*. <https://commerce.idaho.gov/site-selection/key-industries/>
- ¹⁴ Becker, M., Pace, L., & Spolsdoff, J. (2022, October). Utah's engineering and computer science workforce: Higher education and economic trends. Kem C. Gardner Policy Institute, University of Utah. <https://gardner.utah.edu/wp-content/uploads/ECS-Report-Oct2022.pdf>
- ¹⁵ National Center for Education Statistics. (n.d.). The classification of instructional programs: Detail for CIP code 11, computer and information sciences and support services. U.S. Department of Education Institute of Educational Sciences. <https://nces.ed.gov/ipeds/cipcode/cipdetail.aspx?y=55&cid=88073>

- ¹⁶ National Center for Education Statistics. (n.d.). The classification of instructional programs: Detail for CIP code 14, engineering. U.S. Department of Education Institute of Educational Sciences. <https://nces.ed.gov/ipeds/cipcode/cipdetail.aspx?y=55&cipid=88196>
- ¹⁷ National Center for Education Statistics. (n.d.). *The classification of instructional programs: Detail for CIP code 15, engineering technologies/technicians*. U.S. Department of Education Institute of Educational Sciences. <https://nces.ed.gov/ipeds/cipcode/cipdetail.aspx?y=55&cipid=88196>
- ¹⁸ The relatively close relationship between bachelor (and above) degree holders in engineering and computer-related fields and employer hiring demand for these types of roles was less clear for engineering technologists (who might be hired at the bachelor's or associates level, or trained on the job), therefore, these data are not presented in the executive summary.
- ¹⁹ National Center for Education Statistics. (2023, May). *Postsecondary education: Undergraduate enrollment*. U.S. Department of Education Institute of Educational Sciences. <https://nces.ed.gov/programs/coe/indicator/cha/undergrad-enrollment>
- ²⁰ Idaho State Board of Education. *College-Going Dashboard*. <https://dashboard.boardofed.idaho.gov/CollegeGoingDashboard.html>
- ²¹ National Center for Education Statistics. (2023, May). *Immediate college-going rate of high school completers*. U.S. Department of Education Institute of Educational Sciences. <https://nces.ed.gov/programs/coe/indicator/cpa/immediate-college-enrollment-rate>
- ²² Western Interstate Commission for Higher Education. (2020, December). *Knocking at the college door: Projections of U.S. high school graduates*. WICHE. <https://knocking.wiche.edu/>
National Center for Education Statistics. (n.d.). *Digest of education statistics*. U.S. Department of Education Institute of Educational Sciences. https://nces.ed.gov/programs/digest/d17/tables/dt17_304.10.asp
Utah System of Higher Education. (2023). *Headcount*. <https://ushe.edu/institutional-data-resources-headcount/>
- ²³ WICHE cleaned the data using transparent and appropriate processes. For specific detail on the approaches used, please see the appendix. Because of these cleaning approaches, data presented here may differ slightly from other sources and reports.
- ²⁴ Department of Education. (2022.) *Understanding your student's scores on the i=Idaho standards achievement test in English language arts/literacy and mathematics*. State of Idaho. <https://www.sde.idaho.gov/assessment/files/shared/isat/Understanding-Your-Student-Scores-ISAT-ELA-Math.pdf>
- ²⁵ Research on the topic is voluminous. See for example: Lent, Robert W., Matthew J. Miller, Paige E. Smith, Beville A. Watford, Robert H. Lim, and Kayi Hui. "Social cognitive predictors of academic persistence and performance in engineering: Applicability across gender and race/ethnicity." *Journal of Vocational Behavior* 94 (2016): 79-88; and Lee, Hang-Shim, Lisa Y. Flores, Rachel L. Navarro, and Marlen Kanagui-Muñoz. "A longitudinal test of social cognitive career theory's academic persistence model among Latino/a and White men and women engineering students." *Journal of Vocational Behavior* 88 (2015): 95-103.
- ²⁶ Bureau of Labor Statistics. (2022, September 8). *Occupational outlook handbook: Architecture and engineering occupations*. U.S. Department of Labor. <https://www.bls.gov/ooh/architecture-and-engineering/home.htm>
- ²⁷ This conclusion is drawn from WICHE's analysis of IPEDS data & data provided by the Idaho State Board of Education.
- ²⁸ Krebs, B., McHugh, C., & Mehl, A. (2023, January). *Educated in Idaho, employed in Idaho*. Idaho State Board of Education. <https://boardofed.idaho.gov/resources/educated-in-idaho-employed-in-idaho/>
- ²⁹ Krebs, B., McHugh, C., & Mehl, A. (2023, January). *Educated in Idaho, employed in Idaho*. Idaho State Board of Education. <https://boardofed.idaho.gov/resources/educated-in-idaho-employed-in-idaho/>
- ³⁰ Krebs, B., McHugh, C., & Mehl, A. (2023, January). *Educated in Idaho, employed in Idaho*. Idaho State Board of Education. <https://boardofed.idaho.gov/resources/educated-in-idaho-employed-in-idaho/>

- ³¹ Research on the topic is voluminous. See for example: Lent, Robert W., Matthew J. Miller, Paige E. Smith, Bevlee A. Watford, Robert H. Lim, and Kayi Hui. "Social cognitive predictors of academic persistence and performance in engineering: Applicability across gender and race/ethnicity." *Journal of Vocational Behavior* 94 (2016): 79-88; and Lee, Hang-Shim, Lisa Y. Flores, Rachel L. Navarro, and Marlen Kanagui-Muñoz. "A longitudinal test of social cognitive career theory's academic persistence model among Latino/a and White men and women engineering students." *Journal of Vocational Behavior* 88 (2015): 95-103.
- ³² Although not reported here, WICHE performed numerous post-regression tests to assess the quality of the model, including goodness-of-fit; the discriminatory power of the model; the accuracy, sensitivity, and specificity of the model; and the functional form. The results of these tests suggest the model performs well and is correctly specified.
- ³³ Idaho State Board of Education. *College-Going Dashboard*. <https://dashboard.boardofed.idaho.gov/CollegeGoingDashboard.html>
- ³⁴ Idaho State Board of Education. (n.d.) *2022 The Facts: Facts about Idaho's public education system*. <https://boardofed.idaho.gov/resources/fact-book/>.
- ³⁵ Kolenovic, Z. & Strumbos, D. (2020, March). *ASAP Students in STEM Majors: Results from the Fall 2015 Cohort*. The City University of New York (CUNY) Office of Academic Affairs. http://www1.cuny.edu/sites/asap/wp-content/uploads/sites/8/2020/04/30099_CUNY_ASAP_STEM_Brief_2019_WEB_m2.-1.9MBpdf.pdf
- ³⁶ WICHE analysis of May 2010 through May 2021 BLS OEWS Occupational Profiles. For purposes of this analysis, Engineering occupations are defined as all occupations within SOC Code 17-2000 "Engineers" and 11-9041 "Architecture and Engineering Managers". Bureau of Labor Statistics. (2022, May). Occupational employment and wage statistics. U.S. Department of Labor. <https://www.bls.gov/oes/tables.htm>
- ³⁷ Cecil-Cantrell, C. (2017, May). *Licensed engineers and land surveyors*. Idaho Department of Labor Communications & Research. https://www.labor.idaho.gov/publications/Engineering_Surveyor_Study.pdf
- ³⁸ Idaho Department of Labor. <https://lmi.idaho.gov/data-tools/oews/> Bureau of Labor Statistics. (2022, May). Employment Projections: Table 1.2 Employment by detailed occupation, 2021 and projected 2031 (Numbers in thousands). <https://www.bls.gov/emp/tables/emp-by-detailed-occupation.htm>
- ³⁹ ACEC Research Institute. (2023, May). *Engineering business sentiment 2023 Q2*. American Council of Engineering Companies. <https://programs.acec.org/impact-report-21>
- ⁴⁰ Micron. (2022, September 1). *Micron to invest \$15 billion in new Idaho fab, bringing leading-edge memory manufacturing to the U.S.* [Press release]. <https://investors.micron.com/news-releases/news-release-details/micron-invest-15-billion-new-idaho-fab-bringing-leading-edge>
- ⁴¹ WICHE staff interview with Idaho Department of Labor staff.
- ⁴² While WICHE generally prefers precision in using defined terms, there are substantial gray areas in usage on the ground, so further analyses will provide substantial analysis of this point. National Center for Education Statistics. (n.d.). The classification of instructional programs: Detail for CIP code 11, computer and information sciences and support services. U.S. Department of Education Institute of Educational Sciences. <https://nces.ed.gov/ipeds/cipcode/cipdetail.aspx?y=55&cipid=88073>.
- ⁴³ Bureau of Labor Statistics. (2022, September 8). *Occupational outlook handbook: Architecture and engineering occupations*. U.S. Department of Labor. <https://www.bls.gov/ooh/architecture-and-engineering/home.htm>.
- ⁴⁴ Krebs, B., McHugh, C., & Mehl, A. (2023, January). *Educated in Idaho, employed in Idaho*. Idaho State Board of Education. <https://boardofed.idaho.gov/resources/educated-in-idaho-employed-in-idaho/>
- ⁴⁵ Krebs, B., McHugh, C., & Mehl, A. (2023, January). *Educated in Idaho, employed in Idaho*. Idaho State Board of Education. <https://boardofed.idaho.gov/resources/educated-in-idaho-employed-in-idaho/>

- ⁴⁶ Again, although not reported in detail here, the model performed appropriately on standard post-estimation diagnostic tests.
- ⁴⁷ Idaho Department of Labor. <https://lmi.idaho.gov/data-tools/oews/>
Bureau of Labor Statistics. (2022, May). *Employment Projections: Table 1.2 Employment by detailed occupation, 2021 and projected 2031* (Numbers in thousands). <https://www.bls.gov/emp/tables/emp-by-detailed-occupation.htm>
- ⁴⁸ Autor, D. H. (2016, July). *Why are there still so many jobs? The history and future of workplace automation and anxiety*. MIT Initiative on the Digital Economy. https://ide.mit.edu/sites/default/files/publications/IDE_Research_Brief_v07.pdf
- ⁴⁹ Smith, M. (2023, February 3). Despite big layoffs, it's still a great time to work in tech, experts say: 'I've seen bad job markets... this is not it'. *CNBC*. <https://www.cnbc.com/2023/02/03/despite-big-tech-layoffs-its-still-a-good-time-to-work-in-tech.html> ; <https://www.ziprecruiter.com/blog/laid-off-tech-workers/>
- ⁵⁰ Becker, M., Pace, L., & Spolsdoff, J. (2022, October). *Utah's engineering and computer science workforce: Higher education and economic trends*. Kem C. Gardner Policy Institute, University of Utah. <https://gardner.utah.edu/wp-content/uploads/ECS-Report-Oct2022.pdf>

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023**

TAB	DESCRIPTION	ACTION
1	AMENDMENT TO BOARD POLICY – SECTION V.T. – FEE WAIVERS – FIRST READING	Action Item
2	BOISE STATE UNIVERSITY – NEW SCIENCE BUILDING – PLANNING AND DESIGN	Action Item
3	UNIVERSITY OF IDAHO - NEW OPERATING AGREEMENT BETWEEN THE UNIVERSITY AND THE UNIVERSITY OF IDAHO FOUNDATION, INC.	Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023

SUBJECT

Board Policy V.T. – Fee Waivers – First Reading

REFERENCE

April 2015

Idaho State Board of Education (Board) approved the second reading to Policy V.T. - Fee Waivers

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.T. Veterans Access, Choice, and Accountability Act of 2014 (Public Law 113-146)

BACKGROUND/DISCUSSION

At the April 2015 Board Meeting, the Board approved changes to Policy V.T. Fee Waivers to comply with federal legislation known as the Veterans Access, Choice, and Accountability Act of 2014 (“Choice Act”). Section 702 of the Choice Act requires the Department of Veterans Affairs (VA) to disapprove programs of education under the Post-9/11 GI Bill and Montgomery GI Bill–Active Duty (“MGIB-AD”) at public institutions of higher learning if the institution charges qualifying veterans and dependents tuition and fees in excess of the rate for resident students for terms beginning after July 1, 2015. In other words, the VA must disapprove programs of education for everyone training under the Post-9/11 GI Bill and MGIB–AD, if resident charges are not offered to all “covered individuals.”

Board approval of these necessary changes to Board Policy V.T covered individuals attending Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College and the former Eastern Idaho Technical College, The change allowed for an additional waiver type which can be used for non-Idaho residents who qualify for VA educational benefits in compliance with Section 3679(c) of Title 38, United States Code.

Institutions currently covered under this policy have identified situations in which some students lose eligibility for this waiver prior to degree completion, or due to gaps in their education due to medical events or other emergency circumstances.

The proposed modifications to the waiver policy as it applies to individuals initially covered by the Section 3679 (c) waiver provide institutions the opportunity to extend the duration of the waiver through the duration of a student’s program of study for up to three years for degree completion. If a student receiving a waiver under this section has an institution-approved gap in education for a medical or other emergency, the institution may exercise discretion to reinstate the waiver.

IMPACT

Institutions have reported situations in which eligible service members or dependents have exhausted their federal benefit or have had emergencies that have caused a gap in their education. By extending this waiver, students will be able to complete their degree. This policy change also streamlines the process

BUSINESS AFFAIRS AND HUMAN RESOURCES
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for students eligible for this waiver. It is estimated that the extension of this waiver may benefit up to 10 students per year.

ATTACHMENTS

Attachment 1 – Section V.T. – First Reading

STAFF COMMENTS AND RECOMMENDATIONS

After consulting with veteran coordinators from covered institutions, they confirmed that this change would assist them in working with veterans and their dependent students to continue their education through degree completion.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy V.T. Fee Waivers, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: T. Fee Waivers

~~April 2015~~February 2024

1. Purpose and Authority for Fee/Tuition Waivers

a. Definition

A fee/tuition waiver shall mean a reduction of some or all of the approved fees/tuition specified in Section V, Subsection R, attributable to a particular student as the cost for attending an Idaho institution of higher education.

b. Purpose

The purpose in authorizing fee/tuition waivers includes but is not limited to the achievement of the following strategic objectives:

- i. The enhancement of education opportunities for Idaho residents;
- ii. To promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;
- iii. To contribute to the quality of educational programs;
- iv. To assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions of higher education; and
- v. To comply with Section 3679(c) of Title 38, United States Code, effective July 1, 2015, ("Section 3679(c)") which states that the Secretary of Veterans Affairs shall disapprove courses of education provided by public institutions if certain veterans and their dependents are charged non-resident tuition.

c. Authority

An institution shall not waive any of the applicable fees/tuition specified in Section V, Subsection R., unless specifically authorized in this subsection. Employee/Spouse/Dependent, Senior Citizen, In-Service Teacher Education, and Workforce Training Credit fees as authorized pursuant to Board policy V.R. do not constitute waivers.

2. Waiver of Nonresident Fees/Tuition

Nonresident fees/tuition may be waived for the following categories:

a. Graduate/Instructional Assistants

Waivers are authorized for students employed as graduate assistants appointed pursuant to Section III, Subsection P.11.c.

b. Students Participating in Intercollegiate Athletics

For the purpose of improving competitiveness in intercollegiate athletics, the universities are authorized up to two hundred twenty-five (225) waivers per semester and, Lewis-Clark State College is authorized up to one hundred ten (110) waivers per semester. The institutions are authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for post-eligibility students.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: T. Fee Waivers

~~April 2015~~ February 2024

- c. Non-resident students who ~~can~~ prove to the institution that they meet the eligibility criteria set forth under Section 3679(c) of Title 38, United States Code.
If a Section 3679(c) waiver is granted and eligibility for veteran benefits concludes prior to completion of the degree sought and a student has completed at least one semester at the institution, at the election of the institution, Section 3679(c) waiver eligibility may be extended through the duration of a student's program of study for up to three additional years to allow for degree completion^[DK1]. If a student receiving a waiver under this section has an institution-approved gap in education for a medical or other emergency, the institution may exercise discretion to reinstate the waiver.
- d. Waivers to Meet Other Strategic Objectives
The chief executive officer of each institution is authorized to waive nonresident fees/tuition for students, not to exceed the equivalent of six percent (6%) of the institution's total full-time equivalent enrollment. The criteria to be followed in granting such nonresident waivers shall be as follows:
 - i. A waiver may be granted to place a nonresident student in an institutional program only when there is sufficient capacity in the program to meet the needs of Idaho resident students; and
 - ii. A waiver may be granted only when its use is fiscally responsible to place a nonresident student in an institutional program in order to meet a strategic state and/or institutional need, as identified by the chief executive officer of the institution.
- e. National Student Exchange Program - Domestic
Waivers are authorized for nonresident students participating in this program.
- f. Western Interstate Commission for Higher Education
Waivers are authorized for nonresident students participating in the Western Interstate Commission for Higher Education Professional Student Exchange Program and the Graduate Student Exchange Program. An institution may include a participating nonresident student in its enrollment workload adjustment calculation, provided the figure does not exceed the maximum approved for an institution by the Board.
- g. Institution Agreements
An institution may request Board approval of agreements with other entities resulting in special fees if it is shown to meet a strategic or workforce need (e.g. reaching an underserved or isolated population) or to help facilitate collaboration between the public institutions as it relates to enrollment and course/degree completion. The discounted dollar value of these special fees shall be reported to the Board, for inclusion in the annual discounts and waivers report, in a format and time to be determined by the Executive Director.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOISE STATE UNIVERSITY

SUBJECT

Planning and Design Budget Authorization, Science Research Building

REFERENCE

August 2023

Idaho State Board of Education (Board) approved
Boise State University FY2025 Six-Year Capital
Improvement Plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.4

BACKGROUND/DISCUSSION

Boise State University (BSU) continues to experience significant demand for additional laboratory-based instruction and research space. In FY2024, the university received \$17,936,000 in Permanent Building Funds (PBF) to help fund a new science research building to meet this growing demand.

The proposed new facility will have research, instructional and work space for those in interdisciplinary life sciences, with an emphasis on biological and biomedical research. Departments that will be partially or fully housed in the facility include Biology, Chemistry & Biochemistry, Physics, Biomolecular Sciences (BMOL), Neuroscience and other associated programs.

The new facility will include state-of-the-art laboratories, a mix of fixed and flexible faculty offices, graduate student and postdoc spaces, areas for collaboration, instruction and necessary support space. In addition, the building may provide some space for industry-university development and collaboration.

A university-led pre-design committee has identified two viable sites for the facility (Attachment 2). One is a prominent location along Capitol Boulevard, while the other is in the southeast portion of campus south of the Environmental Research Building. The Capitol Boulevard location, if selected, may require more infrastructure and a higher relocation investment.

IMPACT

The anticipated total budget reflects the cost of constructing a highly technical and flexible facility that supports state-of-the-art research and instruction as well as growth space to support the increasing demand for STEM courses and research.

Preliminary estimates for a 100,000 - 110,000 GSF facility are between \$120M-\$130M. The estimated cost of planning and design is \$13M; the source of funds is PBF.

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In addition to planning the new facility, the design services will also include high-level planning for the spaces that will be vacated in existing facilities when the new building is occupied.

ATTACHMENTS

Attachment 1 – Project Budget
Attachment 2 – Site Map
Attachment 3 – Capital Project Tracking Sheet

STAFF COMMENTS AND RECOMMENDATIONS

BSU is requesting to proceed with planning and design for the university's New Science Research Building project. This phase of the project will be financially supported by funds awarded through the Permanent Building Fund in FY24 and use of BSU's local university funds:

<u>Source – Planning and Design Funds</u>	<u>Amount</u>
Permanent Building Fund FY24	\$11,875,000
<u>Local University Funds</u>	<u>\$ 1,125,000</u>
Total	\$13,000,000

BSU's New Science Research Building has been a Board priority project for FY 24 and FY25 capital requests. The project was awarded \$17,936,000 by the Permanent Building Fund Advisory Council (PBFAC) in FY24. The total project cost provided by BSU to complete this 100,000-110,000 GSF project is presently estimated to be approximately between \$120M-\$130M.

Adhering to Board Policy V.K.4, BSU is requesting the Board approve for a cost not to exceed \$13,000,000.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to proceed with planning and design for the new science research building for a cost not to exceed \$13M.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Science Research Building
Project Budget

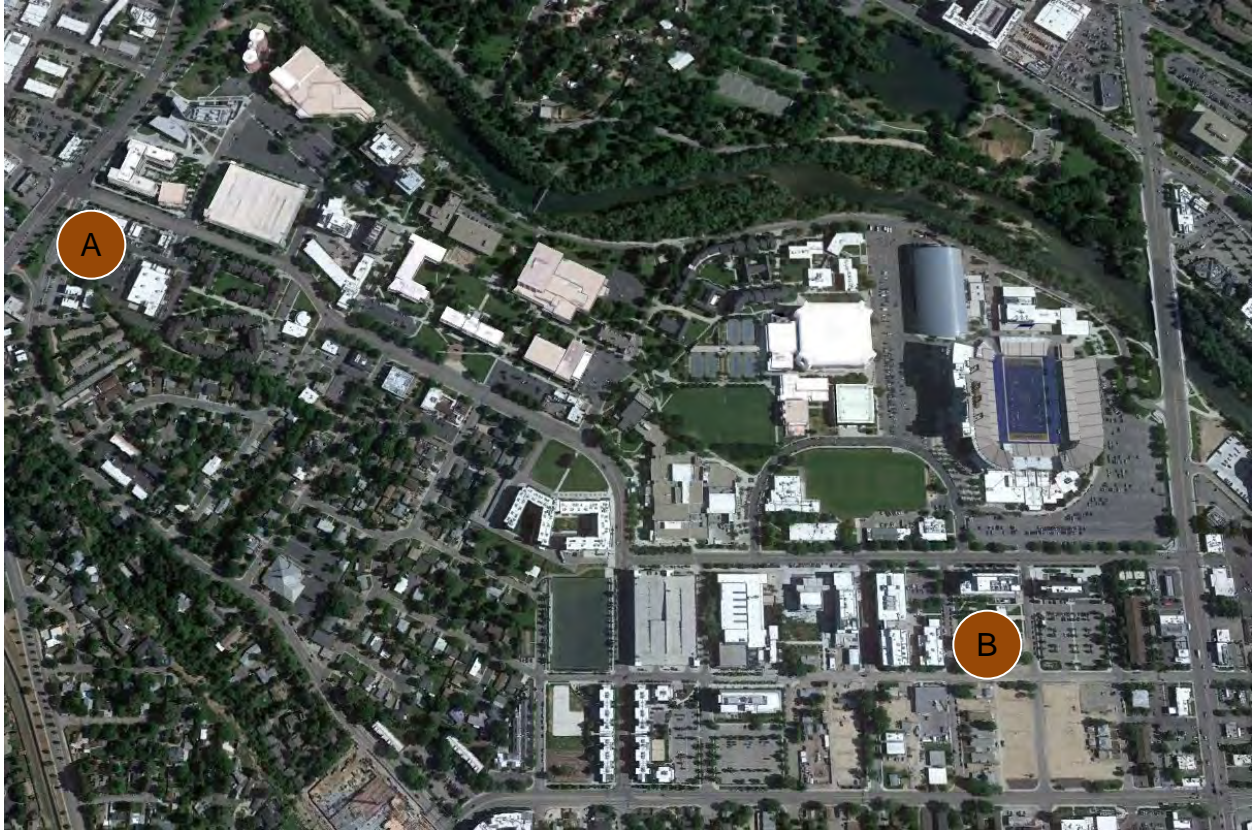
Project Number:	DPW TBD
Project Title:	Science Research Building
Date:	December 2023

Category	Project Budget
Design	\$10,675,000
Construction	
Testing, Inspections and Misc.	\$163,750
Contingency	\$1,036,250
Subtotal	\$11,875,000

University Direct Costs (FFE, Utilities, IT, Signage, etc.)	\$607,500
University Contingency	\$517,500

Total Project Budget	\$13,000,000
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**Science Research Building
Sites and Vicinity Map**



Site A Site B

Capital Project Tracking Sheet

13-Dec-23

History Narrative

Institution/Agency: Boise State University **Project:** New Science Research Building

Project Description: New Science Research Building

Project Use: Research and computational Labs, instructional space including teaching labs and active learning classrooms, faculty offices and graduate student spaces, informal learning and collaboration spaces, and support spaces.

Project Size: Approx. 100,000 - 110,000 GSF, \$120,000,000 total project cost

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project (Planning)	\$ 11,875,000	\$ -	\$ 1,125,000	\$ 13,000,000	\$10,675,000	\$ -	\$ 2,325,000	\$13,000,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Costs	\$ 11,875,000	\$ -	\$ 1,125,000	\$ 13,000,000	\$10,675,000	\$ -	\$ 2,325,000	\$13,000,000

History of Funding:	* Other Sources of Funds						
	PBF	ISBA	Institutional Funds	Student Revenue	Other	Total Other	Total Funding
Dec-23	\$ 11,875,000	\$ -	\$ 1,125,000			\$ 1,125,000	\$ 13,000,000
	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Total	\$ 11,875,000	\$ -	\$ 1,125,000	\$ -	\$ -	\$ 1,125,000	\$ 13,000,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023

UNIVERSITY OF IDAHO

SUBJECT

Approval of 2024 Operating Agreement between University of Idaho Foundation, Inc. ("Foundation") and University of Idaho ("University") to transition to an integrated Advancement/Fundraising function within Foundation ("Transition"); and to extend authority for temporary loaned employment agreements.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E. Gifts and Affiliated Foundations

REFERENCE

August 10, 2016	The Board of Regents approved the 2016 Operating Agreement between the University of Idaho Foundation, Inc., and the University of Idaho.
August 23, 2023	The Board of Regents approved the temporary exception request for University of Idaho Foundation, Inc. and University of Idaho Advancement Staffing.

BACKGROUND/DISCUSSION

The University and the Foundation wish to integrate University's Advancement and Fundraising activities into the Foundation to create a unified philanthropic enterprise that will improve fundraising and the donor experience, and also better maintain integrity of donor data. Accordingly, the University proposes a revised 2024 Operating Agreement (Attachment 1) that will expand the Foundation's purposes to include fundraising, alumni relations, and donor data management, which have historically been provided by University Advancement. To support this expanded role, the University agrees to loan Advancement employees to the Foundation and provide support services as described in the agreement.

The Foundation operations will continue to be consistent with safeguards under Board Policy V.E. including:

- Maintaining the independent separateness of the Foundation from the University,
- Ensuring that all Loaned Employees (Including the Foundation CEO and CFO) answer directly to the Foundation or to supervisors who answer to the Foundation,
- Enhancing the ability of the Foundation operations to maintain internal controls including segregation of duties,
- Requiring Board review and approval every three years,
- Establishing that no University employee other than a Loaned Employee have any authority over material operations within the Foundation such as policy making, execution of contracts, budget, spending, or investment decisions,

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- Encouraging the Foundation to be open to reasonable public inquiries regarding non-confidential information, and
- Confirming that upon dissolution, Foundation assets and property will be transferred to the Board of Regents

The structure of the Foundation under the proposed agreement will create greater synergy between fundraising functions and donor relations through the integration of both functions within the Foundation and through greater depth of personnel. See Attachment 5 Organization Charts. The structure will also be budget neutral to both the University and the Foundation in that both will continue to contribute the amount of funding and personnel costs to the new integrated operation that each did separately in prior years.

More specifically, the proposed 2024 Operating Agreement provides:

- **Financial Fiduciary Controls:**

The Foundation will continue to manage and distribute private support for the University, and continue to invest in accordance with the Uniform Prudent Management of Institutional Funds Act.

- **Resources and Services:**

The University will continue to provide administrative and support services to the Foundation (collectively, “University Services”) including: administrative support in payroll processing, employee benefits, travel support, event support, accounts payable, human resource management, information technology (including cloud and hosting services, backup solutions, data and network security, managed security services and monitoring, information technology support services, software as a service, incident management, hardware installation and maintenance and software development), mail services and communication, publication and marketing professional services.

The Foundation will continue to provide asset management, investment services, and endowment management to the University as well as the new Advancement services of fundraising, alumni relations and donor data management (collectively, “Foundation Services”).

- **Insurance:**

Foundation will maintain liability insurance coverage for its operations, including the activities of its directors, officers, and Loaned Employees (as defined below). University will continue to maintain liability coverage through the state of Idaho Office of Risk Management.

- **Reconciliation of Charges:**

Under the 2024 Operating Agreement, the University and the Foundation will each charge the other party the value of the services that it provides. The 2024 Operating Agreement includes a formula for determining the value of the University Services and a formula for determining the value of the Foundation Services. The charges are reconciled annually and after the reconciliation process is complete, there will be a payment to the University

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in an amount equal to any excess of the University Service Charge over the Foundation Service Charge. There is a cap on the Foundation Service Charge such that in no event will the University be required to make a payment to the Foundation.

The Foundation CEO and the University President may agree to increase or decrease each of the OIT Costs, Payroll Support Costs, Accounts Payable Costs and Rent by an amount that is equal to or less than 5% of the prior fiscal year without the approval of Board of Regents or the Foundation Board of Directors to account for changing economic conditions, changes in employee compensation, and the like.

- **Loaned Employee Reporting:**

The Foundation CEO (a Loaned Employee) will report to and take direction from the Foundation Board of Directors. The Operating Agreement describes the Foundation CEO's duties. All other Loaned Employees will report to the Foundation CEO or those designated by the Foundation CEO.

- **Data Security/Access to Donor Records:**

Under the 2024 Operating Agreement, the Foundation will own and control the donor database and all other data, materials and information of Foundation pertaining to past, current or prospective donors. Confidentiality of donor information is maintained pursuant to confidentiality agreements and a newly created data security plan, as well as Foundation policies and procedures regarding the access, use, disclosure, retention, deletion, and processing of donor data.

- **Audits/Annual Reports:**

The Foundation will continue to be subject to an annual financial audit and will provide the President of University the annual financial audit report and, upon request, (i) an annual report of Foundation transfers to University, (ii) an annual report of unrestricted funds received by Foundation and (iii) other similar items set forth in the Operating Agreement and SBOE policies.

- **Right to Terminate:**

The 2024 Operating Agreement will terminate: (i) upon mutual written agreement, (ii) by a party wishing to terminate the Operating Agreement if such party provides the other party a written termination notice at least one year prior to the effective date of termination, or (iii) by a non-defaulting party if the defaulting party fails to cure the default within 30 days after receiving written notice of the default from the non-defaulting party.

- **Transfer of Advancement Contracts, Office Furnishings, and Equipment:**

Post-Transition, all operations of Advancement will occur within the Foundation. To support Advancement's operations within Foundation, effective July 1, 2024, (a) the contracts between the University and third parties for goods and services used by Advancement only will be assigned by University to Foundation and Foundation will assume the rights and obligations under these contracts and (b) the office furnishings and equipment, including personal laptops, used by Advancement personnel only will be transferred by University to Foundation.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Proposed Motions

The University first seeks approval of the 2024 Operating Agreement and authority for the President to execute the final Operating Agreement in substantial conformance with Attachment 1, and authority to execute such other and further documents, including the ancillary documents described in the Operating Agreement (See exemplary forms in attachments 2, 3, and 4), as necessary to carry out the intention of the parties.

In addition, and as a separate motion, the University seeks an extension of the temporary exception to Idaho State Board of Education Governing Policies and Procedures Section: V Financial Affairs, Subsection: E. Gifts and Affiliated Foundations 2.b.i.1 and 2.b.iii.3 granted by the Board in October 2023. That exception authorized the University to loan the Vice President for Advancement, the Associate Vice President for Advancement Solutions, and the Director of Stewardship to the Foundation for less than 100% of their time as a means to ensure continuity of Foundation operations as the Foundation experienced the loss of its Interim Executive Director (pending retirement), the Chief Financial Officer (resigned June 30, 2023), and the Director of Gift and Endowment Administration (pending retirement). Loaning of these employees to the Foundation was intended to stabilize the Foundation until implementation of the integration proposed under the 2024 Operating Agreement.

That approval, and the related Loaned Employee Agreements, are scheduled to terminate December 13, 2023. The 2024 Operating Agreement, if approved, will be effective July 1, 2024 with the implementation of the integration thereunder effective at that same time. Accordingly, the University seeks an extension of the temporary exception until the 2024 Operating Agreement is effective.

IMPACT

Integration of Advancement operations with the Foundation operations will result in a more positive donor experience and more secure donor data in keeping with industry standards. The financial model as implemented is cost neutral for the University and the Foundation, such that neither the Foundation nor the University will incur costs greater than those currently incurred.

ATTACHMENTS

- Attachment 1 – 2024 Operating Agreement
- Attachment 2 – 2024 Service Agreement exemplar
- Attachment 3 – 2024 Loaned Employee Agreement exemplar
- Attachment 4 – 2024 Lease Agreement exemplar
- Attachment 5 – Organization Charts
- Attachment 6 – Redline comparison of 2024 Operating Agreement and Sample Operating Agreement in Board Policy V.E.
- Attachment 7 – Redline comparison of 2024 Operating Agreement to current Operating Agreement

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Attachment 8 – Table comparison of 2024 Operating Agreement and Board Policy V.E. requirements

BOARD STAFF COMMENTS AND RECOMMENDATIONS

On October 20, 2023, representatives from the University of Idaho (UI) and University of Idaho Foundation (UIF) met with SBOE BAHHR Chair Bill Gilbert and OSBE staff to review the proposed UI Advancement and UIF Integration Plan and 2024 Operating Agreement.

UI and UIF highlighted the following information as fundamental components of their jointly proposed Integration Plan:

- UIF will remain fully independent and a separate organization
- Fiduciary controls for the UIF will reside with the UIF Board
- CEO for UIF will report to and be directed by the UIF Board
- All UIF staff will be loaned employees reporting to the UIF Board
- Annual planning will be done jointly between the UIF and UI aligning UIF goals with UI priorities including donor stewardship
- Fundraisers will maintain robust partnerships with colleges/units
- Integrating the UIF and UI Advancement does not incur additional costs
- Maintaining 501©3 status will help ensure donor privacy and sensitive data protection
- An updated and consolidated UI Foundation functional organizational chart
- Clearly defined roles, responsibilities, processes and expectations for the loaned employees and board members
- Continued adherence to all applicable laws, regulations and current SBOE policies
- Increases in effectiveness and efficiency in all areas of donor experience to maximize philanthropic investment and alumni engagement for UI

Staff recommends approval for the 1) 2024 Operating Agreement transition to an integrated Advancement/Fundraising function within Foundation and 2) extend authority for temporary loaned employment agreements that were approved at the SBOE August 2023 Board meeting.

BOARD ACTION

I move to approve the request by the University of Idaho to approve the 2024 Operating Agreement and to authorize the President of the University to execute the Operating Agreement in substantial conformance with Attachment 1, and to execute such other and further documents, including the ancillary documents as described in the Operating Agreement, as necessary to carry out the intention of the parties.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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I move to approve the request by the University of Idaho to extend the temporary waiver of Board Policy Section V. E. subsections 2.b.i.1 and 2.b.iii.3 granted at the August 23, 2023 Board meeting so as to allow the University to extend the temporary loaning of certain University employees to the University of Idaho Foundation until the Effective Date of the 2024 Operating Agreement approved above.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**2024 OPERATING AGREEMENT
THE UNIVERSITY OF IDAHO AND
THE UNIVERSITY OF IDAHO FOUNDATION, INC.**

This 2024 Operating Agreement (“**Operating Agreement**”) is entered into effective the 1st day of July, 2024 (“**Effective Date**”) by and between the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“**University**”), and the University of Idaho Foundation, Inc., an Idaho non-profit corporation (“**Foundation**”), and it is an amendment and restatement of the Operating Agreement entered into on October 21, 2016, as amended by the Amendment Agreement, dated October 1, 2023 (“**Prior Operating Agreement**”), which it fully replaces. The University and the Foundation are sometimes referred to herein separately as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Foundation is a nonprofit corporation incorporated on September 23, 1970, pursuant to the Idaho Nonprofit Corporation Act;

WHEREAS, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the Foundation’s mission includes the solicitation, management and distribution of private support to enhance the growth and development of the University;

WHEREAS, the Foundation and the University desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds;

WHEREAS, the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively “**State Board**”) have promulgated Governing Policies and Procedures regarding Financial Affairs and Gifts and Affiliated Foundations, effective as of June 2019, as amended from time to time (“**State Board’s Policies and Procedures**”);

WHEREAS, Section V.E.2.b. of the State Board’s Policies and Procedures requires the University to enter into a written operating agreement with the Foundation that sets forth their operating relationship; and

WHEREAS, the Foundation and the University intend for this Operating Agreement to be the written operating agreement required by Section V.E.2.b. of the State Board’s Policies and Procedures.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, the University and the Foundation hereby agree as follows:

ARTICLE I

FOUNDATION'S PURPOSES

The Foundation is the primary affiliated foundation responsible for assisting the University in inspiring, soliciting, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws and the State Board's Policies and Procedures, the Foundation shall: (a) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (b) manage and invest the money and property it receives for the benefit of the University; and (c) support and assist the University in donor relations. In carrying out its purposes, the Foundation shall not engage in activities that conflict with (i) federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding federal Treasury Regulations); (ii) applicable policies of the State Board; or (iii) the role and mission of the University.

ARTICLE II

FOUNDATION'S GOVERNING DOCUMENTS

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws ("**Governing Documents**") to the University. All amendments of the Governing Documents shall also be provided to the University. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any amendments to the Governing Documents.

ARTICLE III

UNIVERSITY RESOURCES AND SERVICES

3.1 **Liaisons.**

3.1.1 **University Liaison.** The University's President ("**University President**") shall serve as the University's liaison to the Foundation ("**University Liaison**"). The duties and responsibilities of the University Liaison, which may be delegated by the University Liaison to a designee, include the following:

3.1.1.1 The University Liaison shall be responsible for communicating with the Foundation regarding the Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

3.1.1.2 The University Liaison shall attend each meeting of the Foundation's Board of Directors ("**Foundation Board**") as a non-voting advisor. The University Liaison will provide regular reports to the Foundation Board about the University's financial position and activities, including its use of gifts. The University Liaison may also report other information to the Foundation Board that is pertinent to the common goals of the University and the Foundation.

3.1.1.3 The University Liaison will work with the Foundation to set the Foundation's goals relating to fundraising and engagement in support of the University's priorities.

3.1.2 **Foundation Liaison.** The Chief Executive Officer of the Foundation ("Foundation CEO") will serve as the Foundation's liaison to the University ("Foundation Liaison"). The duties and responsibilities of the Foundation Liaison, which may be delegated by the Foundation Liaison to a designee, include the following:

3.1.2.1 The Foundation Liaison shall be responsible for communicating with the University regarding the Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

3.1.2.2 The Foundation Liaison may attend University leadership meetings as a non-policy making advisor. The Foundation Liaison will provide regular reports to the University about the Foundation's financial position and activities. The Foundation Liaison may also report other information to the University that is pertinent to the common goals of the University and the Foundation.

3.1.2.3 The Foundation Liaison will work with University leadership to set the Foundation's goals relating to fundraising and engagement in support of the University's priorities.

3.2 **Loaned Employees.**

3.2.1 **Foundation CEO.** The Foundation CEO is an employee of the University who is loaned to the Foundation. The Foundation CEO's services shall be provided directly to the Foundation as follows and as set forth in the applicable Loaned Employee Agreement (as defined below in Section 3.2.2):

3.2.1.1 **Duties.** The Foundation CEO is responsible for the strategy and planning for and the supervision and control of the day-to-day operations of the Foundation.

3.2.1.2 **Reporting Structure.** The Foundation CEO reports to and takes direction from the Foundation Board. All other Loaned Employees (as defined below in Section 3.2.2) report to the Foundation CEO or another Loaned Employee designated by the Foundation CEO.

3.2.1.3 **Vacancy.** In the event the Foundation CEO resigns or is terminated by the University, the Foundation terminates the Foundation CEO's Loaned Employment Agreement or the Foundation CEO otherwise ceases to provide services to the Foundation, hiring of the subsequent Foundation CEO shall be done in accordance with Foundation and University policies and applicable law.

3.2.2 **Generally.** The University and the Foundation have entered and will enter into additional agreements (each such agreement, a "**Loaned Employee Agreement**") for the loaning of Loaned Employees (as defined below) to the Foundation by the University. The Loaned Employee Agreements shall set forth the relative rights and responsibilities of the Foundation and the University. The Loaned Employees have no function at the University other than to act in their Operating Agreement

capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control and supervision of the Foundation. The Foundation must provide the University with prior approval to: (a) post any position for hiring and (b) hire any employee that the Foundation and the University intend to be a Loaned Employee before the University employs such individual. Notwithstanding the provisions in this Section 3.2, no University personnel other than a Loaned Employee shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions or the supervision of Loaned Employees. For purposes of this Operating Agreement, “**Loaned Employee**” means all positions for which the Foundation and the University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether each such Loaned Employee is loaned to the Foundation by the University for the entire 12 months of the fiscal year and the Foundation’s budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year. No University employee who functions in a key administrative or policy making capacity for the University (including any Vice-President or equivalent position) shall be a Loaned Employee with responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions or the supervision of Foundation employees.

3.3 University Services. As set forth in greater detail in the Service Agreement by and between the Foundation and the University (“**Service Agreement**”), the University shall charge the Foundation (“**University Service Charge**”) to provide administrative support in payroll processing (including payment), employee benefits (including administration and payment), travel support, event support, accounts payable (including employee expense reimbursement and use of the University’s purchasing cards), human resource management relating to hiring, retention and training, information technology (including cloud and hosting services, backup solutions, data and network security, managed security services and monitoring, information technology support services, software as a service, incident management, hardware installation and maintenance and software development), mail services and communication, publication and marketing professional services to the Foundation (collectively “**University Services**”). Except as specifically provided otherwise herein or in the Service Agreement, all University personnel who provide support services to the Foundation shall remain University personnel under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a Loaned Employee Agreement.

3.4 University Service Charge.

3.4.1 University Service Charge Formula. The University Service Charge shall be calculated as follows:

$$\begin{aligned} &\text{University Service Charge} \\ &= \\ & (80\% \times \text{Loaned Employee Payments}) + \text{Operating Expenses} + \text{OIT Costs} + \\ & \quad \text{Operations Support Costs} + \text{Events Costs} + \text{Rent} \end{aligned}$$

3.4.2 Components of University Service Charge. Each of the components of the University Service Charge and the defined terms used in defining those components are defined as follows:

3.4.2.1 **“Loaned Employee Payments”** means an amount equal to the actual payments made by the University for the salaries and benefits of the Loaned Employees during the fiscal year.

3.4.2.2 **“Operating Expenses”** means the portion of funds expended within the chart of accounts maintained by the University as part of the University’s financial services to the Foundation for the fiscal year related to contracts, programmatic support, marketing, communications, events, travel and office operations other than expenses that are a part of other components of the University Service Charge set forth in this Section 3.4.2.

3.4.2.3 **“OIT Costs”** means the Office of Information Technology (**“OIT”**) budget comprised of (a) salary and fringe benefits for OIT personnel and (b) master enterprise licenses and contracts owned by the University and used, at least in part, by the Foundation for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

3.4.2.4 **“Operations Support Costs”** means the sum of Payroll Support Costs, Accounts Payable Costs and HR Costs, which are defined as follows:

(a) **“Payroll Support Costs”** means the product of (a) \$2.25 (**“Payroll Support Amount”**), (b) the number of Loaned Employees during the fiscal year and (c) the number of payroll periods in the fiscal year.

(b) **“Accounts Payable Costs”** means the sum of (a) the number of invoices processed by the University for the Foundation during the fiscal year multiplied by \$7.00 (**“Accounts Payable Amount”**) and (b) any payments made by the University to third parties to pay such invoices on the Foundation’s behalf.

(c) **“HR Costs”** means the University’s human resources department budget for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

3.4.2.5 **“Events Costs”** means the portion of the budget of the University’s Central Auxiliary Services comprised of the salaries and fringe benefits of University personnel dedicated to, and the expenses related to, the strategic events of the Foundation’s fundraising activities, which are Recognition Gala, Celebration of Scholarships, Shakespeare Festival and Red Carnation, for the fiscal year.

3.4.2.6 **“Rent”** means the square feet of the premises leased by the University to the Foundation multiplied by \$21.00 (**“Rental Rate”**) for the fiscal year.

3.4.3 **Changes to Components of University Service Charge.**

3.4.3.1 **Generally.** For the fiscal year commencing July 1, 2025 (**“FY25”**) or any fiscal year after FY25, each of the OIT Costs, Payroll Support Amount, Accounts Payable Amount and Rental Rate (each, a **“Component”**) may be adjusted as follows: (a) the Operating Agreement

Foundation CEO and University President may agree to increase or decrease a Component by an amount that is equal to or less than 5% of the amount of such Component for the prior fiscal year without the approval of the State Board or the Foundation Board; and (b) the State Board and the Foundation Board must approve any increase or decrease in a Component by an amount that is greater than 5% of the amount of such Component for the prior fiscal year.

3.4.3.2 **Discontinuation of Services.** If all services provided by the University to the Foundation in connection with any of the terms defined in Section 3.4.2 are discontinued in their entirety, then the defined term associated with such services discontinued shall be removed from the formula for calculating the University Service Charge set forth in Section 3.4.1.

3.5 **Foundation Services.** As set forth in greater detail in the Service Agreement, the Foundation shall charge the University (“**Foundation Service Charge**”) to provide asset management, investment, fundraising, alumni relations and certain information technology services to the University (collectively, “**Foundation Services**”).

3.6 **Foundation Service Charge.**

3.6.1 **Foundation Service Charge Formula.** The Foundation Service Charge shall be calculated as follows:

$$\begin{array}{c} \text{Foundation Service Charge} \\ = \\ \text{Cost to Raise a Dollar} \times \text{Fundraising Goal} \end{array}$$

3.6.2 **Components of Foundation Service Charge.** For purposes of the formula set forth in Section 3.6, the cost associated with Foundation’s fundraising efforts to raise one dollar (“**Cost to Raise a Dollar**”) shall be \$0.20 (“**CRD Amount**”), which is based on current industry standards. The Foundation CEO and the University President shall collaboratively develop a list of vital goals (“**Vital Goals**”) that shall include a goal for the amount of money the Foundation aims to raise through the Foundation’s fundraising efforts for the upcoming fiscal year (“**Fundraising Goal**”).

3.6.3 **Changes to Components of Foundation Service Charge.**

3.6.3.1 **CRD Amount.** For FY25 or any fiscal year after FY25, the CRD Amount may be adjusted as follows: (a) the Foundation CEO and University President may agree to increase or decrease the CRD Amount by an amount that is equal to or less than 5% of the prior fiscal year’s CRD Amount without the approval of the State Board or the Foundation Board; and (b) the State Board and the Foundation Board must approve any increase or decrease in the CRD Amount by an amount that is greater than 5% of the prior fiscal year’s CRD Amount.

3.6.3.2 **Appropriations Holdback.** In the event the State of Idaho legislature reduces the appropriation to the University for a particular fiscal year after the fiscal year commences, the Foundation Service Charge may be reduced by an amount that is proportionate to the amount of the reduction to the total appropriation to the University. The Foundation may modify the Foundation Services or reduce the number of Loaned Employees, in Operating Agreement

the Foundation's discretion, to accommodate the reduction in the Foundation Service Charge pursuant to the process set forth in the Service Agreement, which will include adequate notice to the Parties and documentation of the changes.

3.7 Process For Reconciliation; Payment. The process for reconciling the University Service Charge and the Foundation Service Charge will be set forth in the Service Agreement. Pursuant to the terms of the Service Agreement, the Foundation shall, after the reconciliation process is complete, make a payment to the University in an amount equal to the net of the University Service Charge and the Foundation Service Charge if the net amount is owed by the Foundation to the University. In no event will the University be required to make a payment to the Foundation. Pursuant to the terms of the Service Agreement, the Foundation shall make a payment to the University in an amount equal to 20% multiplied by the Loaned Employee Payments.

3.8 University Facilities and Equipment. The University shall provide the use of certain University office space to the Foundation upon terms of use set forth in the Lease Agreement by and between the Foundation and the University ("**Lease Agreement**"). The Rental Rate for the Foundation's use of facilities under the Lease Agreement shall be set forth in the Service Agreement.

ARTICLE IV

MANAGEMENT AND OPERATION OF FOUNDATION

4.1 Gift Solicitation.

4.1.1 Form of Solicitation. All Foundation gift solicitations shall make clear to prospective donors that: (a) the Foundation is a tax-exempt entity, separate from the University, organized for the purpose of encouraging voluntary, private gifts, trusts, assets and bequests for the benefit of the University; and (b) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation Board.

4.1.2 Foundation Is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

4.2 Acceptance of Gifts.

4.2.1 Approval Required Before Acceptance of Certain Gifts. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the University's prior written approval of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University. Prior to any approval by the University, the University shall obtain approval of the State Board where State Board policy requires such approval.

4.2.2 Acceptance of Gifts of Real Estate. The Foundation shall conduct due diligence on all gifts of real estate that it receives. All gifts of real estate that are intended solely by the donor to be developed for the University's use or to otherwise house facilities of any kind for the University's use shall be approved by the State Board in accordance with State Board policy

before such gifts are accepted by either the University or the Foundation. The University shall be responsible for obtaining this approval by the State Board. In cases where the real estate is intended to be used by the University in connection with carrying out its proper functions, the real estate may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

4.2.3 Processing of Accepted Gifts. All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation.

4.3 Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed by the Parties. The Foundation's Chief Financial Officer, Treasurer or other individual to whom such authority has been delegated by the Foundation Board shall be responsible for transferring funds as authorized by the Foundation Board. All transfers and expenditures noted in this Section 4.3 must comply with Section 501(c)(3) of the Internal Revenue Code and be consistent with the Foundation's sole mission to support the University.

4.3.1 Restricted Gift Transfers. The Foundation may transfer restricted gifts to the University. Any such transferred restricted gifts will only be expended by the University pursuant to the terms of such restrictions. The Foundation shall inform the University officials into whose program or department restricted gifts are transferred of all restrictions on the use of such gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted gifts separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted gifts.

4.3.2 Unrestricted Gift Transfers. The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I. The Foundation may make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with applicable law and University policies. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation Board may determine in the Foundation Board's sole discretion.

4.4 Foundation Expenditures and Financial Transactions.

4.4.1 Signature Authority. With respect to transactions between the Parties, the Foundation hereby designates the Foundation CEO, Chief Financial Officer and Treasurer of the Foundation as the individuals with signature authority for the Foundation in all financial transactions. The Foundation CEO, Chief Financial Officer and Treasurer of the Foundation may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another Loaned Employee or a Foundation Board member. In no event may University personnel have authority to sign for the Foundation for financial transactions unless such individual is a Loaned Employee.

4.4.2 **Expenditures.** All expenditures of the Foundation shall be (a) consistent with the purposes of the Foundation and (b) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

4.5 **University Report on Distributed Funds.** On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

4.6 **Transfer of University Assets to the Foundation.** No University funds, assets or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

4.6.1 A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such gift shall be deposited in a University account and, except for transfers described in Sections 4.6.2 and 4.6.4, State Board approval will be required prior to the University's transfer of such funds to the Foundation.

4.6.2 The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

4.6.3 The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.

4.6.4 The University transfers to the Foundation any gift received by the University from a donor that meets the following criteria: (a) the gift is less than \$10,000; and (b) the gift will be invested by the Foundation for scholarship or other general University support purposes.

4.7 **Separation of Funds.** All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts and shall be kept in a secured database. The Foundation is responsible for monitoring and controlling access to the financial records and protecting the security of the financial records. Accordingly, in providing information technology and financial services pursuant to the Parties' Agreements (as defined in Section 9.15), including data security and incident management, to the Foundation, the University's personnel will comply with the Foundation's data security plan and the security principle of least privilege to ensure that the security architecture is designed such that each University personnel is granted the minimum system resources and authorizations needed to perform the information technology or financial services for the Foundation. For convenience, however, some Foundation expenses may be paid by the University on the Foundation's behalf as described in more detail in Sections 3.4.2.2 and 3.4.2.4(b) and the Service Agreement.

4.8 **Insurance.** The Foundation shall maintain insurance to cover its operations, including activities of its directors, officers and Loaned Employees. The Foundation shall also maintain general liability coverage.

4.9 **Investment Policies.** All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy, which is attached hereto as Exhibit A and incorporated herein; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to its investment policy, and upon such notice, Exhibit A shall be replaced with the updated investment policy.

4.10 **Organization Structure of the Foundation.** The organizational structure of the Foundation is set forth in the Governing Documents. The Foundation agrees to provide copies of any subsequent amendments to the Governing Documents to the University.

ARTICLE V

FOUNDATION RELATIONSHIP WITH THE UNIVERSITY

5.1 **Access to Records.** The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws and Foundation policies and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its employees and agents that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this Operating Agreement or any applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access to Foundation records shall not include the donor database and all other data, materials and information of the Foundation pertaining to past, current or prospective donors ("**Confidential Donor Information**"), which may be accessed only by Loaned Employees.

5.2 **Records Management.**

5.2.1 **Protection of Confidential Donor Information.** The Parties recognize that the records of the Foundation relating to actual or potential donors contain Confidential Donor Information. The Foundation owns and controls the Confidential Donor Information. The Confidential Donor Information is proprietary to the Foundation and constitutes confidential information and trade secrets. The Foundation is responsible for monitoring and controlling access to the Confidential Donor Information and protecting the security of the Confidential Donor Information. Accordingly, in providing information technology services, including data security and incident management, to the Foundation, OIT will comply with (a) the Foundation's data security plan, (b) all Foundation policies and procedures regarding the access, use, disclosure, retention, deletion and processing of the Confidential Donor Information and (c) the security principle of least privilege to ensure that the security architecture is designed such that each OIT

personnel is granted the minimum system resources and authorizations needed to perform the information technology support services for the Foundation.

5.2.2 Maintenance of Records. The Foundation shall be responsible for maintaining all permanent records of the Foundation, including the Governing Documents, all necessary documents for compliance with Internal Revenue Service regulations, all gift instruments, Confidential Donor Information and all other Foundation records as required by applicable laws.

5.3 Inapplicability of State Laws. The Foundation Board shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The Parties understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code, including the Idaho Open Meetings Law and Public Records Act. Nothing in this Operating Agreement shall be construed as a waiver of the Foundation's right to assert these statutes do not apply to the Foundation as a separate charitable entity. Although the Foundation is a private entity and is not subject to the Idaho Public Records Act, the Foundation, while protecting personal and private information related to private donors, will endeavor, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

5.4 Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty-free license to use the name of the other Party, specifically: "The University of Idaho" and "The University of Idaho Foundation" and "The University of Idaho Foundation, Inc." in all activities conducted in association with or for the benefit of the other Party. Use of the other Party's name must be in a manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified names. Use of other marks must receive prior written approval.

5.5 Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5.6 Establishing Foundation's Annual Budget. After the Parties have completed the process described in the Service Agreement related to forecasting the Foundation Service Charge and the University Service Charge for the next fiscal year and prior to the start of such next fiscal year, the Foundation shall provide the University President with the Foundation's proposed annual operating budget and capital expenditure plan (if any), as approved by the Foundation Board. Any of the University's funding requests to the Foundation shall be communicated in writing by the University President to the Foundation CEO by April 1 of each year.

5.7 No Compensation of University Personnel by Foundation. No University personnel shall receive direct payments, compensation or other benefits from the Foundation.

ARTICLE VI

AUDITS AND REPORTING REQUIREMENTS

6.1 **Fiscal Year.** The Foundation and the University shall have the same fiscal year.

6.2 **Annual Audit.** The Foundation shall have an annual financial audit conducted in accordance with Generally Accepted Auditing Standards. Accordingly, the University will provide financial data to the Foundation to support the Foundation's annual audit. The audit shall be conducted by an independent certified public accountant who is not a director or officer of the Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Foundation Board and the University President. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial statements. All such reports and any accompanying documentation shall protect Confidential Donor Information to the extent allowable by law.

6.3 **Separate Audit Rights.** The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V.

6.4 **Annual Reports to University President.** Upon request, the Foundation shall provide a written report to the University President setting forth the following items:

6.4.1 the annual financial audit report;

6.4.2 an annual report of the investment performance of the Consolidated Investment Trust and summary of funds held;

6.4.3 an annual report of Foundation transfers made to the University, summarized by University department;

6.4.4 an annual report of unrestricted funds received by the Foundation;

6.4.5 an annual report of unrestricted funds available for use during the current fiscal year;

6.4.6 a list of all of the Foundation's officers, directors and Loaned Employees;

6.4.7 a list of all state and federal contracts and grants managed by the Foundation;

6.4.8 an annual report of the Foundation's major activities;

6.4.9 an annual report of each real estate purchase or material capital lease, investment or financing arrangement entered into during the preceding fiscal year for the benefit of the University; and

6.4.10 an annual report of any actual litigation involving the Foundation during its fiscal year, identification of legal counsel used by the Foundation for any purpose during such year and identification of any potential or threatened litigation involving the Foundation limited to the extent necessary to protect attorney-client privilege and litigation strategy.

6.5 Reports to University Leadership. The Foundation will provide regular reports to certain University leadership (including the University President and the Provost, Vice Presidents, Deans and central leadership of the University) on fundraising progress. Foundation leadership, including the Foundation CEO and the Foundation's lead fundraisers, will provide quarterly reports to University leadership to assess progress towards meeting the Vital Goals, including the Fundraising Goal, review of open proposals and progress towards engagement, marketing and communication priorities and other appropriate fiscal reports. Information disclosed by the Foundation in the quarterly reports will not include Confidential Donor Information, which will remain in the possession of the Foundation. At the end of the fiscal year, the Chair of the Foundation Board and the Foundation CEO will meet with the University President to assess the Foundation's successes and areas for improvement.

ARTICLE VII

CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

7.1 Conflict of Interest Policy. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's conflict of interest policy is attached hereto as Exhibit B and incorporated herein. The Foundation shall provide to the University any updates to the Foundation's conflict of interest policy, and upon such notice, Exhibit B shall be replaced with the updated conflict of interest policy.

7.2 Dual Representation. Under no circumstances may University personnel represent both the University and the Foundation in any negotiation or sign for both Parties in any transaction. For any transaction between the University and the Foundation, a Loaned Employee may not direct University personnel not loaned to the Foundation to sign for the University, and University personnel not loaned to the Foundation may not direct a Loaned Employee to sign for the Foundation. This shall not, however, prohibit University personnel from drafting transactional documents that are subsequently provided to the Foundation for the Foundation's independent review, approval and use.

7.3 Contractual Obligation of University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to the State Board's approval of University contracts.

7.4 Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless the University first obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore,

any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification by the University to the State Board required pursuant to this Section 7.4 may be made through the State Board's chief executive officer in executive session pursuant to Idaho law.

ARTICLE VIII

TERM, TERMINATION AND DISPUTE RESOLUTION

8.1 **Term.** The initial term of this Operating Agreement shall commence on the Effective Date and end on June 30, 2027, and thereafter, must be re-submitted to the State Board for re-approval every three years, or as otherwise requested by the State Board.

8.2 **Terminate.** This Operating Agreement shall terminate upon the earlier of: (a) mutual written agreement of the Parties; (b) one year prior written notice by either Party to the other Party to terminate this Operating Agreement for any reason or no reason; or (c) a breach by a Party of any material provision of this Operating Agreement and such breach is not cured within 30 days after notice from the non-breaching Party specifying the nature of the default (or if the breach is of a nature that it cannot be completely cured within the 30-day period, if the non-breaching Party does not commence such curing within the 30-day period or thereafter fails to proceed with reasonable diligence and in good faith to cure the breach). The Parties agree that in the event this Operating Agreement terminates under this Section 8.2, they shall cooperate with one another in good faith to negotiate a new agreement within six months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described in Section 8.3 to further attempt to negotiate a new agreement.

8.3 **Dispute Resolution.** The Parties agree that in the event of any dispute arising from the Parties' Agreements, the Parties shall first attempt to resolve the dispute by working together with the appropriate personnel of each of the Parties. If the personnel cannot resolve the dispute within 30 days after the dispute arises, then the Foundation CEO and the University President have 30 days to resolve the dispute. If the Foundation CEO and the University President cannot resolve the dispute within 30 days, then the Chair of the Foundation Board and the State Board have 30 days to resolve the dispute. If the dispute is not resolved by the Chair of the Foundation Board and State Board within 30 days, the Parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from the Parties' Agreements. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees and other professional expenses, if awarded by a court of competent jurisdiction.

8.4 **Effect of Termination.** Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation. For the avoidance of doubt, for so long as the University uses, retains, has access to or otherwise processes the Foundation's information, including Confidential Donor Information, the University shall continue to undertake those obligations set forth in the data security plan as well as any policies and procedures related to the processing of the Foundation's information. Should the University choose to terminate this

Operating Agreement by providing one year prior written notice or in the event of a default by the Foundation that is not cured within the time frame set forth in Section 8.2, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf. Should the Foundation choose to terminate this Operating Agreement by providing one year prior written notice or in the event of a default by the University that is not cured within the time frame set forth in Section 8.2, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner.

ARTICLE IX

GENERAL TERMS

9.1 Dissolution of Foundation. The Foundation's Articles of Incorporation include a clause stating that upon dissolution of the Foundation, it shall transfer the balance of all property and assets of the Foundation to the State Board or the University.

9.2 State Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval as required by the then applicable State Board's Policies and Procedures (currently, Section V.E.) and as requested by the State Board. If this Operating Agreement or any subsequent modification or restatement of this Operating Agreement is not submitted to the State Board pursuant to the State Board's Policies and Procedures, this Operating Agreement will continue to govern the relationship between the University and the Foundation until this Operating Agreement is replaced or terminated in accordance with the terms of this Operating Agreement.

9.3 Providing Documents to and Obtaining Approval from the University. Unless otherwise stated herein, whenever documents are to be provided to the University or whenever the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University President or an individual to whom such authority has been properly delegated by the University President.

9.4 Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise stated herein, whenever documents are to be provided to the Foundation or whenever the Foundation's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the Foundation CEO or an individual to whom such authority has been properly delegated by the Foundation CEO.

9.5 Articles, Sections, Subsections and Subparagraphs. This Operating Agreement consists of text divided into Articles that are identified by roman numerals (for example, I, II and III), Sections that are identified by a number corresponding to the number of the Article of which the particular Section is a part followed by the number of the Section (for example, 1.1), subsections that are identified by numbers based on the order in which the subsections appear (for example, 1.1.1, 1.1.2 and 1.1.3) and subparagraphs that are identified by numbers based on the order in which the subparagraphs appear (for example, 1.1.1.1, 1.1.1.2 and 1.1.1.3). The organization is hierarchical, meaning that a reference to a division of this Operating Agreement

includes all of its Sections, subsections and subparagraphs (for example, a reference to a Section includes the Section and all of its subsections and subparagraphs).

9.6 Interpretation. In this Operating Agreement: (a) the words “including”, “include” and similar words are to be construed as being followed by the phrase “without limitation”; (b) the word “may” is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute, regulation or any other document are to be construed as followed by the phrase “as amended from time to time.”

9.7 Notices. Any notices required under this Operating Agreement must be in writing and may be delivered: (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by nationally recognized delivery service, such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices must be addressed to the following addresses or any other address that a Party provides by notice:

To the University:

University of Idaho
Office of the President
875 Perimeter Drive MS 3151
Moscow, Idaho 83844-3151

cc: counsel@uidaho.edu

To the Foundation:

University of Idaho Foundation, Inc.
Chief Executive Officer
875 Perimeter Drive MS 3143
Moscow, Idaho 83844-3143

9.8 Separate Entity; No Joint Venture. Notwithstanding anything to the contrary in this Operating Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party. As independent entities, the University and the Foundation shall not be liable for any of the other Party’s contracts, torts or other acts or omissions, or those of the other Party’s trustees, directors, officers, employees or agents.

9.9 Parties’ Liability. The Parties agree that each is responsible for any wrongful acts committed by them or their employees or agents arising out of their respective performance of this Operating Agreement and that each Party may be found individually liable to persons injured by any such individual wrongful act, including liability of one Party to the other for injuries or liability

arising out of such wrongful act. The University's liability for wrongful acts is governed by the Idaho Tort Claims Act ("**Act**"), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act. The University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act. In no event shall the Foundation's aggregate liability to the University arising out of or related to this Operating Agreement exceed \$500,000 for any one occurrence or accident.

9.10 **Assignment.** This Operating Agreement is not assignable by either Party, in whole or in part.

9.11 **Modification.** Any modification to this Operating Agreement other than the Exhibits shall be in writing and signed by both Parties. Modifications to the Exhibits shall be pursuant to Sections 4.9 and 7.1.

9.12 **Governing Law.** This Operating Agreement shall be governed by the laws of the State of Idaho.

9.13 **Waiver.** Waiver by either Party of any breach of any term, covenant or condition contained in this Operating Agreement shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Operating Agreement.

9.14 **Severability.** If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.15 **Entire Agreement.** This Operating Agreement and the agreements contemplated to be entered into by the Parties under this Operating Agreement, which are (a) the Service Agreement, (b) Lease Agreement and (c) Loaned Employee Agreements (collectively with this Operating Agreement, "**Parties' Agreements**"), constitute the entire agreement among the Parties pertaining to the Parties' Agreements. In the event of any inconsistency between the provisions of the Parties' Agreements, the provisions of this Operating Agreement shall control. This Operating Agreement amends, restates and replaces the Prior Operating Agreement and supersedes any prior written or oral statements related to the terms of this Operating Agreement or the terms of the Prior Operating Agreement.

9.16 **Execution.** This Operating Agreement may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the University and the Foundation have executed this Operating Agreement on the date set forth below the Party's signature to be effective on the Effective Date.

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO**

By: _____

Name: C. Scott Green

Its: President

Date: _____

**UNIVERSITY OF IDAHO FOUNDATION,
INC.**

By: _____

Name: Linda Copple Trout

Its: Chair of the Board of Directors

Date: _____

EXHIBIT A
INVESTMENT POLICY



Policy: Investment

Recording Date: First Adopted November 18, 1995, Amended March 8, 1996, October 25, 1997, March 13, 1998, September 30, 2000, April 20, 2001, October 17, 2003, September 16, 2005, January 25, 2008, May 31, 2013, September 12, 2014, March 11, 2016, October 27, 2017, June 17, 2022

Committee: Investment Committee

Policy: Investment

Section: Investment

Number: 1

BACKGROUND:

On September 17, 1970, The University of Idaho Foundation, Inc. (Foundation) was incorporated under the laws of the State of Idaho as a non-profit organization exempt from Federal tax under section 501(c) (3) of the Internal Revenue Code. The Foundation is governed by a Board of Directors. The Foundation's sole purpose is to support the University of Idaho (University) by the means at its disposal with an emphasis on soliciting financial support for the University and managing and investing the securities, monies and real and personal property it receives from such sources, and to expend its resources, beyond that required to cover the costs of its operation, to and for the benefit of the University.

The University is governed by the Regents of The University of Idaho (Regents) and is a constitutional corporation organized and existing under and by virtue of the Constitution of the State of Idaho. The University is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, as an educational organization.

The Consolidated Investment Trust (CIT) was established by the Regents in July 1959, when the assets of 25 individual endowments having a combined market value of \$441,460 were pooled for investment purposes only and in return were issued unit participation shares in an investment account called the CIT. The purpose for creating the CIT was to provide a well-managed, diversified investment vehicle owned entirely by endowments.

Effective July 1, 1975, the Regents transferred the assets of the CIT to the Foundation. Upon accepting the CIT, the Foundation Board of Directors established an Investment Committee and charged it with the responsibility of monitoring and guiding the CIT's investment policy.

Article I. University of Idaho Foundation, Inc. Investment Policy

INTRODUCTION: The Foundation Investment Committee developed this policy through careful study and consideration of the returns and risks associated with alternative investment strategies in relation to the current and projected income needs of University and Foundation activities which are supported by the endowments. The policy provides a structure within which the funds may be managed to achieve the long-term investment and financial objectives of all pooled endowment funds. The Foundation is committed to ensuring the assets of the pooled endowment funds are fully diversified and are managed efficiently and prudently by qualified investment personnel.

Because of the perpetual nature of endowments, decisions regarding investment management and performance of all pooled endowment funds must focus on longer-term goals and objectives which safeguard the purchasing power of the endowment principal and provide a relatively predictable and growing stream of annual distributions which support the education, research, and service missions of the University.

OBJECTIVES: The specific objectives of all pooled endowment fund investments are to:

1. Provide a regular and reliable source of funding to support the programs, scholarship and faculty of the University of Idaho as designated by each individual endowment.,
2. Optimize the investment return on the donor's gifts (and subsequent distributions to the University) subject at all times to the constraints of risk and prudence discussed in the Investment Philosophy document.
3. Maintain, over the long term, the real value of the Endowment corpus and protect the corpus from undue loss of principal.

SPENDING POLICY: An endowment spending policy determines how the endowment payout amount will be calculated, including how much of the total return will be distributed to support the purposes of the endowment and how much will be reinvested. It is the intent of the Investment Committee to achieve a balance between the endowment growth objectives and stability in distribution. The Investment Committee will review spending assumptions annually for the purpose of determining changes, if any, and may consider past spending and asset allocation into its current spending decision. The current spending policy is attached hereto as Appendix A.

ASSET ALLOCATION POLICY: The Committee recognizes that the strategic allocation of Portfolio assets across broadly defined financial categories and subcategories with varying degrees of risk, return, and return correlation will be the most significant determinant of long-term investment returns and Portfolio asset value stability.

1. The Committee expects that actual returns and return volatility will vary from expectations and return objectives across shorter periods of time. The Investment Committee retains flexibility to make periodic changes to the asset allocation. At least annually the Investment Committee will review the target allocations and allowable ranges. The Investment Committee expects to make major changes only in the event of material changes to the CIT, to the assumptions underlying CIT spending policies, and/or to the capital markets and asset classes in which the Portfolio invests.
2. The asset allocation will start with four major categories: 1) Equity (including public equity and private investments), 2) Debt, 3) Alternatives (e.g., macroeconomic hedges, real assets (including real estate), lesser correlated strategies,) and 4) Cash. The expected role of equity and alternative investments will be to reflect the longer-term real growth of Portfolio assets, while the role of debt and cash investments will be to reduce volatility at the total portfolio level, and provide relatively stable or appreciating asset values to support near-term liquidity needs in the event of sudden or protracted declines in equity and alternative investments.

The longer-term strategic asset allocation guidelines will be determined by the Investment Committee including: 1) the selection of asset categories, i.e., domestic and international debt and equity, real estate, private equity, other alternative investments and cash and/or cash equivalents; and 2) the target allocation percentage of the total portfolio and an allowable range for each asset category. Once the asset allocation has been determined by the Investment Committee, the selection of individual investments within each class is the responsibility of the investment managers. The asset allocation will be reviewed at least annually by the Investment Committee and reported to the Foundation Board. The current asset allocation policy is attached hereto as Appendix B.

Article II. Investment Management

Foundation Board of Directors: the board is responsible for approving investment policies and asset allocations based on recommendations by the Investment Committee and for establishing the duties of the Investment Committee.

Investment Committee: The Investment Committee is responsible for managing the investment process in a fiscally responsible and prudent manner while implementing strategies designed to achieve the investment objectives listed above. The Investment Committee shall establish strategies to implement the approved Investment Policy including selection of acceptable asset classes, definition of target allocations and allowable ranges in each asset class and by individual investment managers and investment performance expectations.

The Investment Committee is a standing committee of the Foundation. It generally meets three or four times a year. Membership of the Investment Committee shall be structured to assure investment acumen, continuity and opportunities for service.

The Investment Committee shall consist of a minimum of seven voting members including the Chairman and Vice Chairman of the Foundation. The Director of Finance of the Foundation, the Executive Director of the Foundation, and a University of Idaho College Dean shall be included as non-voting members. Additional committee members shall be appointed by the Foundation's Chairman and approved by the Foundation Board of Directors. The chairman of the committee shall be appointed by the Foundation's Chairman and approved by the Foundation Board of Directors.

The primary responsibility of the Investment Committee is to oversee and provide guidance for the investment of Foundation assets. Its major responsibilities are:

1. Recommending investment goals and objectives to the Board of Directors.
2. Establishing investment policy (asset allocation, spending policy, and level of risk).
3. Selecting and hiring investment managers and reviewing their performance.
4. Establishing performance measurement criteria for investment managers and the overall portfolio.
5. Terminating investment managers.
6. Selecting, hiring and terminating investment advisory consultants.

The Investment Committee may choose to appoint a subcommittee. The composition of the subcommittee will be approved by the full committee. At a minimum, the subcommittee will consist of: Investment Committee Chair, Investment Committee Vice Chair, at least one Investment Committee member at-large, and others deemed appropriate

The Chair of the Investment Committee may periodically convene Subcommittee calls in advance of full Committee meetings to set agenda priorities and vet investment advisor recommendations before they are presented to the full Committee at regular meetings.

Subcommittee meetings can also be called to review major market and portfolio changes between Committee meetings, as appropriate.

The University of Idaho Foundation staff are responsible for the day-to-day stewardship of all funds and/or finances of the Foundation.

The Foundation has the responsibility to comply with: applicable state and federal laws and regulations; donor requirement; Regents' regulations and requirements; University of Idaho policies and procedures; generally accepted accounting and financial management principles; the Foundation's Articles of Incorporation and the Foundation's by-laws.

Specifically, with regard to the investment responsibilities, the Foundation's Director of Finance will oversee the administration and support of those functions essential to sound financial management of all Foundation funds, including pooled endowment funds, such as fiscal planning, budgeting, receipting and disbursing of funds, and investing/managing assets to include custodial and accounting functions. Further, the Investment committee delegates authority to the Director of Finance, without a Committee vote, for rebalancing transactions among existing CIT managers, as follows:

1. Should market movements cause any asset class to fall outside the allowable range listed in the Asset Allocation Policy (Appendix B) as of any quarter-end, the Director of Finance shall instruct the Foundation's Financial team to implement such rebalancing transactions among existing CIT managers to bring said asset class back into compliance with the allowable range within one month following quarter-end.
2. New contributions to the CIT should be applied to, and payments by the CIT withdrawn from, asset classes in such a way as to bring the CIT asset allocation closer to the policy targets set forth in Appendix B. Sourcing of cash for spending distributions may be effected by either foregoing the reinvestment of interest/dividends or by partial redemptions from funds.
3. No advance written notice to the Committee shall be required for the rebalancing transactions enumerated above, but the Foundation's financial team shall report such rebalancing transactions to the Committee on at least a quarterly basis.
4. The Committee reserves the right to amend this protocol or rescind this authority delegated to the Director of Finance at any time for any reason.

The Foundation Board of Directors shall authorize specific individual(s) to endorse securities/stock or bond powers for sale, transfer, merger or other lawful purposes and to open or close brokerage accounts and accounts with commercial banks, as necessary to implement investment decisions and transact business in the name of and on behalf of the Foundation.

The Foundation's Financial team will, under the direction of the Investment Committee, provide and/or arrange for the following services: implementing manager transactions approved by the Investment Committee in an expeditious manner; conducting selection processes for investment management; review, assess, and present to the Investment Committee information about investment performance; analyze and present discussion agendas regarding modifications to the investment policy, especially the asset allocation policy, spending policy; Foundation management fee, portfolio structure; and provide desired accounting and reporting to the Investment Committee and Foundation Board of Directors.

Investment Managers: The pooled endowment funds will be managed by qualified investment management personnel/investment management organizations. The investment managers have discretion, within the guidelines set forth in this investment policy statement and any additional guidelines provided each manager, to manage the assets in each portfolio to best achieve the investment objectives established by the Investment Committee. The investment managers shall be responsible for implementing security selection and the timing of purchases and sales within the customized investment guidelines set forth in their Investment Management Agreement or Fund Documents.

Investment Managers – General Guidelines: These guidelines shall apply to all investments and investment managers, unless addressed otherwise by the Investment Committee in Investment Management Agreement (IMA) or Fund Documents.

1. All managers shall have discretion to invest in cash reserves; however, managers will be evaluated on total funds investment performance.
2. Mutual funds and other pooled asset portfolios are acceptable investment vehicles provided they conform to all other requirements and restrictions.
3. Public equity holdings shall be limited to readily marketable securities of corporations that are constituents of the ACWI All Country World Investable Market Index. Preferred and convertible preferred stocks may be held as allowed in the respective IMA or Fund prospectus. Publicly traded Real Estate Investment Trust (REIT) shares may be held and are considered part of the allocation to stocks.
4. Equity and debt managers holding non-U.S. dollar denominated securities are permitted to employ currency hedging strategies.
5. Debt investments shall be marketable securities which may include, but not necessarily be limited to U.S. Treasury, federal agencies and U.S. Government guaranteed obligations, sovereign debt, and domestic and foreign corporate issues, mortgage pass-through and collateralized debt obligations (ABS). Debt investment credit quality will be determined by the

asset allocation guidelines, but generally consist of a majority of investment grade securities with a lesser allocation to below investment grade securities.

6. Cash equivalent reserves shall consist of cash instruments having a quality rating by at least one rating agency of A-2, P-2 or higher, maturing in 360 days or less.
7. Financial options and futures, currency forwards and contracts and other derivative securities may be employed in defensive and hedge strategies undertaken to preserve principal.
8. Unless specifically authorized in the IMA or Fund documents an investment manager shall not use derivatives to increase portfolio risk above the level that could be achieved in the portfolio using only traditional investment securities. Moreover, an investment manager will not use derivatives to acquire exposure to changes in the value of assets or indexes that, by themselves, would not be purchased for the portfolio.

DIVERSIFICATION: Diversification across and between assets classes is the primary means the Investment Committee expects to create an investment portfolio that can withstand the expected capital market volatility. Consistent with the desire for reduced volatility, the diversification policy is based on the assumption that the volatility of the combined equity portfolios will be similar to that of the overall equity market. Debt portfolio durations may vary from the larger debt market as the Investment Committee makes the determination to increase or reduce the level of interest rate exposure. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holding in individual issue, investment manager and asset class as outlined in the following guidelines.

1. Not more than 5% of the total equity portfolio valued at market may be invested in the common stock of any one corporation.
2. Debt securities of any one issuer shall not exceed 5% of the market value of the total bond portfolio at the time of the purchase (except U.S. Treasury or other federal agency issues).
3. With the exception of passively managed portfolios, not more than 20% of the total portfolio may be invested in any one investment fund or pool or one strategy pursued by an investment manager.
4. With the exception of passively managed portfolios, not more than 30% of the total portfolio may be invested with any one investment manager regardless of the number of funds with that manager.

Voting of Proxies: The Investment Managers shall vote shareholder proxy ballots.

Execution of Security Trades: The Investment Committee expects the purchase and sale of securities by investment managers to be made in a manner designed to receive the combination of best price and execution.

Article III. Monitoring and Evaluation:

Overall Portfolio: This will entail a review of the investment objectives. Investment performance will be reviewed annually to determine the continued feasibility of achieving the investment objectives and the appropriateness of the investment policy for achieving these objectives.

It is not expected that the investment policy will change frequently. In particular, short-term changes in the financial markets should not require any adjustment in the investment policy.

Managers: The Foundation's Director of Finance will provide monthly investment activity reports to the Investment Committee, including a breakdown by each investment manager. The Investment Committee shall meet on a periodic basis with the Foundation's investment advisory consultant (if applicable) and Foundation staff to review total assets and individual manager performance. Performance reviews will focus on:

1. Comparison of managers' results to funds using similar policies (in terms of diversification, volatility, style, etc.).
2. Adherence to asset allocation and diversification policy guidelines.
3. Material changes in the manager organizations, such as investment philosophy, personnel changes, acquisitions or losses of major accounts, etc.
4. Evaluation of manager, asset class and portfolio performance on a three-, five- and ten-year investment horizon (along with monitoring of performance for quarterly and annual periods).
5. Evaluate performance relative to an appropriate performance benchmark that reflects the investment objective of each investment portfolio.

Performance Expectations: The most important performance expectation is the achievement of long-term investment results that are consistent with this Investment Policy Statement. The CIT will be compared to a blended benchmark that represents the target asset classes. The CIT is expected to meet or exceed the passive policy benchmark over a majority of rolling three, five and ten-year horizons. Implementation of the policy will be directed toward achieving this return and not toward maximizing return without considering the risk.

Article IV. Accounting and Reporting

In addition to retaining competent investment managers, essential elements of a successful portfolio include proper accounting, investment activity reporting, performance reporting and internal activity reporting.

Annual Audit:

1. The accounting records for the pooled endowment funds will be maintained in conformity with generally accepted accounting principles and reporting standards, and will be audited annually by the same independent external auditors who audit the Foundation's financial statements.
2. The annual audited financial statements and auditor's letter to management will be presented at the Foundation's annual meeting.
3. The internal controls utilized by the Foundation will be adapted to meet the needs of all pooled endowment funds and will be routinely reviewed by external auditors for appropriateness.

Investment Pool:

1. Endowments which own pooled endowment fund unit participation shares will be separately accounted for -- each will have their own separate fund identification and subaccounts which detail uninvested cash, fund balance invested in a pooled endowment fund, and total fund balance.
2. Endowments which have cash available for investing in a pooled endowment fund will be allowed to purchase unit participation shares at their fair market value on the first day of each month.
3. The fair market value of a unit participation share will be determined as of the close of business on the last working day of each month. The share value will be determined by valuing the pooled endowment fund's portfolio at market and dividing that market value by the number of permanent unit participation shares outstanding.
4. The pooled endowment fund's annual spending distributions will be made based on the number of distribution unit participation shares owned by each endowment.
5. The Foundation's Director of Finance and Financial Staff will ensure idle cash is fully invested until needed for distributions at year end, and for transfer to a pooled endowment from individual endowments to purchase unit participation shares.

6. The Foundation will receive all broker/custodial confirmations for purchases and sales of securities and ensure that (1) purchases are paid in a timely manner, (2) sales proceeds are received and immediately deposited in a Foundation brokerage/custodial or bank account and invested, (3) the financial records properly reflect all purchases and sales, and (4) sales and purchase commissions are reasonable.

Investment Management:

1. The Foundation will monitor investment activity and determine whether or not current established portfolio investment parameters are being followed.
2. The Foundation will reconcile monthly broker/custodial statements to the financial and investment records.
3. The Foundation will record all investment activity in the financial and investment records.
4. The Foundation will maintain a detailed schedule of investments including the location of all investments.
5. The Foundation will ensure accurate and timely investment data is submitted to an independent funds evaluation firm so that firm can prepare investment performance reports.
6. The Foundation will ensure that accurate and timely Investment Activity Reports are prepared for use by Investment Managers, Investment Committee and others.
7. The Foundation will prepare accurate and timely monthly valuations of the pooled endowment fund portfolios and calculate the value of a unit participation share.
8. The Foundation will ensure that endowments which have cash available for the purchase of pooled endowment fund unit participation shares have that cash transferred to the appropriate pooled endowment fund in a timely manner, and that the investment manager is aware of the amount of new money available for investment.
9. The Foundation will approve all operating expenses associated with the operation of all pooled endowment funds and initiate action to ensure said expenses are paid in a timely manner and properly recorded on the financial records.

Appendix A
Spending Policy

Spending Policy:

The CIT distribution to the University of Idaho for expenditure in support of students through scholarships, academic programs and other objectives as specified by each endowment's guidelines is calculated in accordance with the spending rate approved annually by the Foundation's Board of Directors at the fall meeting for the upcoming fiscal year end using the 36-month rolling average for the prior three fiscal years.

Appendix B
Asset Allocation Policy

Recording Date: Asset Allocation Policy approved on 6/17/2022, effective retroactively to 10/8/2021 for transition to new allocation

		<u>Allowable Ranges</u>		
Asset Class	Policy Target	Min	Max	Policy Benchmark
<i>Equity</i>	80%	75%	85%	
U.S. Equity	37%	32%	47%	Russell 3000
Developed International	11%	6%	20%	MSCI EAFE (net)
Emerging Markets	7%	5%	12%	MSCI EM (net)
Inflation-Sensitive Equity	5%	0%	10%	Blend of relevant market indices used by underlying managers (e.g., NAREIT, MSCI World Core Infrastructure etc.)
Private Investments	20%	10%	30%	MSCI ACWI (net)
<i>Fixed Income and Cash</i>	20%	15%	35%	
Core Fixed Income & Credit	7%	5%	12%	Bloomberg Barclays Aggregate
Treasuries	3%	2%	7%	Bloomberg Barclays 35-10 yr Treasury Bond Index
Inflation-Linked Bonds	5%	3%	7%	Bloomberg Barclays US TIPS
Cash	5%	2%	8%	Citi ICE BofAMI 3-month Treasury Bill

Macroeconomic Hedges

Inflation-Sensitive (Inflation-Sensitive Equity, Inflation-Linked Bonds & Cash) min. 10% (no max.)

Deflation-Sensitive (Treasuries & Cash) min. 10% (no max.)

Indexed Investments (as % of asset class composite)

U.S. Equity	50-60%
Developed International	30-50%
Emerging Markets	33%

Policy Index

A blend of Policy Benchmark returns weighted at the Policy Target percentages

Marketable Assets Policy Index

Simple Risk-Equivalent Index

Over full market cycles, this Policy Portfolio is expected to exhibit volatility similar to or less than that of a Simple Index of 80% global stocks (MSCI ACWI, net) / 20% bonds (Barclays Aggregate).

Liquidity Guidelines

No new Private Investment commitments while:

- (1) Private Investment NAV > 30% of total assets
- (2) (2) Private investment NAV + unfunded commitments > 40% of total assets

*No more than 30% of the Fixed Income and Cash allocation shall be in securities whose credit rating is less than Baa- or BBB-.

EXHIBIT B
CONFLICT OF INTEREST POLICY



Policy: Conflict of Interest

Section: Human Resources Number: 4

Recording Date: January 25, 2007, Amended January 25, 2008

Committee: Executive Committee

Article I. Purpose

The purpose of this conflict of interest policy is to protect the University of Idaho Foundation, Inc.'s (the "Foundation") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director, officer or employee of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest policy is to set forth a Code of Conduct and Ethics to guide the directors, principal officers and employees of the Foundation in the performance of their duties and the operation of the Foundation.

Article II. Definitions

1. Interested Person. Any director, principal officer, member of a committee with governing board delegated powers, or employee of the Foundation who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family (including such person's spouse, ancestors, lineal descendants and spouses of lineal descendants):
 - a. An ownership or investment in any entity with which the Foundation has a transaction or arrangement,
 - b. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as material gifts or gratuities in excess of fifty dollars (\$50).

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III. Procedures

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest.
 - a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the governing board or committee shall determine whether the Foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
4. Violations of the Conflict of Interest Policy.
 - a. If the governing board or committee has reasonable cause to believe a director, principal officer or employee has failed to disclose an actual or possible conflict of interest, it shall inform the director, principal officer or employee of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing such person's response and after make further investigation as warranted by the circumstances, the governing board or committee determines the director, principal officer or employee has failed to disclose an

actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV. Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V. Compensation

A voting member of the governing board who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.

- a. A voting member of any committee who jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.
- b. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, director of indirectly, from the Foundation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI. Code of Ethics and Conduct

Each director, principal officer, member of a committee with governing board delegated powers and employee of the Foundation shall be provided with and abide by the Code of Ethics and Conduct attached hereto as Exhibit "A" (hereinafter referred to as the "Code").

Article VII. Annual Statements

Each director, principal officer, member of a committee with governing board delegated powers and employee shall sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy and the Code,
- b. Has read and understands the conflict of interest policy and the Code,
- c. Has agreed to comply with the conflict of interest policy and the Code, and

- d. Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage in activities which accomplish one or more of its tax-exempt purposes.

Article VIII. Periodic Reviews

To ensure the Foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article IV. Use of Outside Experts

When conducting the periodic reviews as provided for in Article VIII, the Foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

CERTIFICATION OF ADOPTION

The foregoing was duly adopted as the Conflict of Interest Policy of the Foundation by the Board of Directors effective as of the 25th day of January, 2008.

**CODE OF CONDUCT AND ETHICS OF
THE UNIVERSITY OF IDAHO FOUNDATION, INC.**

Article I. Purpose

This Code of Conduct and Ethics ("Code") is designed to guide the directors, principal officers and employees of the University of Idaho Foundation, Inc. ("Foundation") in the performance of their duties and the operation of the Foundation. The tax-exempt status of the Foundation includes an obligation to maintain the public trust. The Foundation takes this obligation very seriously. Accordingly, it is incumbent upon directors, principal officers, and employees of the Foundation to conduct the affairs of the Foundation with a commitment to the highest standards of integrity. This includes acting at all times in an honest and ethical manner, in compliance with all laws and regulations and avoiding actual, potential or apparent conflicts of interest.

Article II. General Rules

This Code is applicable, unless otherwise indicated, to the conduct of all directors, principal officers and employees of the Foundation ("Foundation Personnel"). All Foundation Personnel owe the Foundation a duty of loyalty, and a duty to the Foundation to avoid conflicts, whether real, potential or apparent, between the interests of the Foundation and their personal financial interests. All Foundation Personnel must remain conscious of the potential for such conflicts, and act with candor and care in such situations. The Foundation's activities must be conducted according to the highest standards of objectivity and integrity and exclusively in furtherance of the Foundation's charitable purposes.

Conflict of Interest. The Foundation has developed a Conflict of Interest Policy. The purpose of the Conflict of Interest Policy is to protect the Foundation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director, officer or employee of the Foundation or may result in providing any such person with an improper benefit. The Conflict of Interest Policy defines those situations or circumstances which could create a real or perceived conflict of interest. Further, the policy establishes a method for ensuring disclosure and accountability. Foundation Personnel shall comply with the Foundation's Conflict of Interest Policy.

Gifts and Gratuities. Foundation Personnel shall not accept from any source any material gift or gratuity (including but not limited to gifts, payments, commissions, entertainment, services, loans, or promises of future benefits) in excess of fifty dollars (\$50) that is offered, or reasonably appears to be offered, because of such person's position held with the Foundation; nor shall an offer of a prohibited gift or gratuity be extended by Foundation Personnel on a similar basis.

Confidentiality. Foundation Personnel are expected to exercise the utmost discretion in regard to all matters of Foundation business. They may not communicate any information known to them by reason of their position that has not been made public, except as may be necessary in the course of their duties or by authorization of the Board of Directors of the Foundation. Nor shall Foundation Personnel at any time use such information to private advantage. These obligations do not cease upon separation from the Foundation.

2024 SERVICE AGREEMENT

This 2024 Service Agreement (“**Agreement**”) is entered into effective the 1st day of July, 2024 (“**Effective Date**”) by and between the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“**University**”), and the University of Idaho Foundation, Inc., an Idaho non-profit corporation (“**Foundation**”). The University and the Foundation are sometimes referred to herein separately as a “**Party**” and collectively as the “**Parties**.”

ARTICLE I

BACKGROUND

1.1 **Background.** The Foundation is the primary affiliated foundation responsible for assisting the University in inspiring, soliciting, managing and distributing private support for the University. The University and the Foundation are parties to the Services Agreement, dated March 21, 2011 (“**Prior Service Agreement**”). The Parties desire to amend and restate the Prior Service Agreement to document the services provided by each Party to the other Party and the corresponding charges for such services.

1.2 **Loaned Employees.** The University and the Foundation have entered and will enter into additional agreements (each such agreement, a “**Loaned Employee Agreement**”) for the loaning of Loaned Employees (as defined in Exhibit A) to the Foundation by the University. The Loaned Employee Agreements shall set forth the relative rights and responsibilities of the Foundation and the University with respect to the Loaned Employees. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control and supervision of the Foundation.

ARTICLE II

SERVICES

2.1 **University Services.** The University shall provide the following services to the Foundation in accordance with the terms of this Agreement: administrative support in payroll processing (including payment), employee benefits (including administration and payment), travel support, event support, accounts payable (including employee expense reimbursement and use of the University’s purchasing cards), human resource management relating to hiring, retention and training, information technology (including cloud and hosting services, backup solutions, data and network security, managed security services and monitoring, information technology support services, software as a service, incident management, hardware installation and maintenance and software development), mail services and communication, publication and marketing professional services to the Foundation (collectively, “**University Services**”).

2.2 **Foundation Services.** The Foundation shall provide the following services to the University in accordance with the terms of this Agreement: asset management, investment, fundraising, alumni relations and certain information technology services (collectively, “**Foundation Services**” and, together with the University Services, “**Services**”).

ARTICLE III

SERVICE CHARGES

3.1 **University Service Charge.** The University will charge the Foundation for the University Services (“**University Service Charge**”) provided by the University each fiscal year. The University Service Charge shall be calculated as follows:

$$\begin{aligned} &\text{University Service Charge} \\ &= \\ &(80\% \times \text{Loaned Employee Payments}) + \text{Operating Expenses} + \text{OIT Costs} + \\ &\quad \text{Operations Support Costs} + \text{Events Costs} + \text{Rent} \end{aligned}$$

3.1.1 **Components of University Service Charge.** Each of the components of the University Service Charge and the defined terms used in defining those components are defined on Exhibit A hereto, which is incorporated herein by this reference.

3.1.2 **Changes to Components of University Service Charge.** Certain components of the University Service Charge may be adjusted pursuant to the terms of this Section 3.1.2 prior to the beginning of each fiscal year. Any adjustment to the following components of the University Service Charge shall be evidenced by an amendment to Exhibit A, which shall be executed by the Chief Executive Officer of the Foundation (“**Foundation CEO**”) and President of the University (“**University President**”).

3.1.2.1 **Generally.** For the fiscal year commencing July 1, 2025 (“**FY25**”) or any fiscal year after FY25, each of the OIT Costs, Payroll Support Amount, Accounts Payable Amount and Rental Rate (each, a “**Component**”) may be adjusted as follows: (a) the Foundation CEO and University President may agree to increase or decrease a Component by an amount that is equal to or less than 5% of the amount of such Component for the prior fiscal year without the approval of the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively “**State Board**”) or the Foundation’s Board of Directors (“**Foundation Board**”); and (b) the State Board and the Foundation Board must approve any increase or decrease in a Component by an amount that is greater than 5% of the amount of such Component for the prior fiscal year.

3.1.2.2 **Discontinuation of Services.** If any of the Services provided by the University to the Foundation are discontinued in their entirety and such discontinued Services comprise all Services described in a term defined on Exhibit A, then the defined term associated with such discontinued Services shall be removed from the formula for calculating the University Service Charge set forth in Section 3.1.

3.2 **Foundation Service Charge.** The Foundation will charge the University for the Foundation Services (“**Foundation Service Charge**” and, together with the University Service Charge, the “**Service Charges**”) provided by Foundation each fiscal year. The Foundation Service Charge shall be calculated as follows:

$$\begin{array}{c} \text{Foundation Service Charge} \\ = \\ \text{Cost to Raise a Dollar x Fundraising Goal} \end{array}$$

3.2.1 Components of Foundation Service Charge. Each of the components of the Foundation Service Charge and the defined terms used in defining those components are defined on Exhibit A hereto.

3.2.2 Changes to Components of Foundation Service Charge. The following component of the Foundation Service Charge may be adjusted pursuant to the terms of this Section 3.2.2 prior to the beginning of each fiscal year. Any adjustment to the following component of the Foundation Service Charge shall be evidenced by an amendment to Exhibit A, which shall be executed by the Foundation CEO and the University President.

3.2.2.1 CRD Amount. For FY25 or any fiscal year after FY25, the CRD Amount may be adjusted as follows: (a) the Foundation CEO and University President may agree to increase or decrease the CRD Amount by an amount that is equal to or less than 5% of the prior fiscal year's CRD Amount without the approval of the State Board or the Foundation Board; and (b) the State Board and the Foundation Board must approve any increase or decrease in the CRD Amount by an amount that is greater than 5% of the prior fiscal year's CRD Amount.

3.2.3 Appropriations Holdback. In the event the State of Idaho legislature reduces the appropriation to the University for a particular fiscal year after the fiscal year commences ("**Appropriation Holdback**"), the Foundation Service Charge may be reduced by an amount that is proportionate to the amount of the reduction to the total appropriation to the University. Upon the occurrence of an Appropriation Holdback, the University will provide prompt written notice to the Foundation of the amount of the Appropriation Holdback and the Foundation will, within 30 days of receipt of such written notice, modify the Foundation Services or reduce the number of Loaned Employees, in the Foundation's discretion, to accommodate the reduction in the Foundation Service Charge and will promptly provide written notice to the University of such modification or reduction.

3.3 Charges for Services. The Party providing the applicable Services shall charge the other Party for such Services in the amounts calculated pursuant to this Article III and payment for the Services shall be pursuant to Section 3.4. The Service Charges shall constitute full compensation to each Party for all charges, costs and expenses incurred by the other Party in providing the applicable Services, unless otherwise specifically agreed to in writing between the Parties.

3.4 Reconciliation of Service Charges.

3.4.1 Net Service Charge. Each Party shall charge the other Party for the Services rendered by the providing Party under this Agreement. At least 30 days prior to the end of each fiscal year, each Party shall aggregate all Service Charges owed to such Party by the other Party for all Services performed or to be performed during the current fiscal year and shall provide documentation, which may be maintained in electronic form, to the other Party of the same that is sufficient to specifically identify the Services and adequately support the Service Charges. Once the Parties have received documentation of the Service Charges owed, the Parties shall work

together in good faith to aggregate both Party's Service Charges ("**Net Service Charge**"). If the Parties are unable to agree on the Net Service Charge, the procedures set forth in Section 5.3 shall apply.

3.4.2 **Payment.** On or prior to June 30th of each year, the Foundation shall make (a) a single cash payment to the University that is in an amount equal to the Net Service Charge if the Net Service Charge is an amount owed by the Foundation to the University and (b) a payment to the University in an amount equal to 20% multiplied by the Loaned Employee Payments.

3.5 **Meetings and Reports.**

3.5.1 **Reports.** The Foundation will provide regular reports to certain University leadership (including the University President and the Provost, Vice Presidents, Deans and central leadership of the University) on fundraising progress. The Foundation leadership, including the Foundation CEO and the Foundation's lead fundraisers, will provide quarterly reports to University leadership to assess progress towards meeting the Vital Goals, including the Fundraising Goal, review of open proposals and progress towards engagement, marketing and communication priorities and other appropriate fiscal reports. Prior to the start of such next fiscal year, the Foundation shall provide the University President with the Foundation's proposed annual operating budget and capital expenditure plan (if any), as approved by the Foundation Board. Information disclosed by the Foundation in the quarterly reports will not include Confidential Donor Information (as defined in the Operating Agreement), which is owned, controlled and possessed by the Foundation.

3.5.2 **Forecasting Services Charges for Foundation's Annual Budget.** Beginning on April 1 of each year, Foundation leadership and University leadership will review the quarterly reports to forecast the Service Charges for the next fiscal year. The Parties shall mutually agree on the estimated Service Charges for the next fiscal year by no later than the regularly scheduled spring/summer meeting of the Foundation Board.

3.5.3 **Historical Data.** In the last year of the Initial Term and each Renewal Term (as each term is defined in Section 5.1), the Foundation CEO and the University President shall meet to discuss the components of the formulas set forth in Sections 3.1 and 3.2 to determine if such components should be updated based on historical data, such as a rolling average of the data used in a particular component over at least the prior three years, to more accurately calculate the Service Charges. If the Parties determine such components should be updated based on the historical data, the Parties will modify that certain Operating Agreement, dated effective July 1, 2024, by and between the Parties ("**Operating Agreement**") to reflect the agreed-upon changes along with any related updates to the description of the scope of the Services provided by each Party to the other Party and present the modified Operating Agreement to the State Board and the Foundation Board for approval.

ARTICLE IV

RECORDS; PROTECTION OF CONFIDENTIAL INFORMATION

4.1 **Retention and Access.** Each Party shall maintain accurate and complete records with respect to Services performed and Service Charges owed. Such records shall be kept at each respective Party's principal place of business, may be maintained in electronic form and shall be available for inspection and use by the other Party or its representatives during normal business hours. In addition, upon written request of either Party, the other Party shall execute a proprietary and confidentiality agreement.

4.2 **Definition. "Confidential Information"** means (a) any information disclosed by one Party to the other Party, either directly or indirectly, in writing, orally, electronically, digitally, via the internet or in any other form or manner or acquired by inspection, observation or otherwise, that is not generally known outside of the disclosing Party unless as a result of a breach of any of the receiving Party's obligations imposed by this Agreement, that the disclosing Party marks or identifies as confidential or with a similar legend, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential, including Confidential Donor Information, and (b) any information otherwise obtained, directly or indirectly, by the receiving Party through inspection, observation, review or analysis of information described in clause (a) of this Section 4.2.

4.3 **Exclusions.** Notwithstanding Section 4.2, Confidential Information does not include information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party to the receiving Party; (b) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no breach of any confidentiality obligations of any Party or a third party; (c) is in the possession of the receiving Party without an obligation of confidentiality at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving Party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.

4.4 **Restrictions on Disclosure and Use.** The receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. The receiving Party shall use the same care and discretion to avoid disclosure of the disclosing Party's Confidential Information as it uses with its own similar confidential information, and in no event with less than reasonable care. Without limiting the foregoing, the receiving Party shall: (a) limit access to any Confidential Information to receiving Party's affiliates and the employees, contractors, agents and other representatives of the receiving Party and its affiliates (collectively, "**Representatives**") who have a need to know in connection with the performance of the obligations under Parties' Agreements (as defined in Section 6.11); and (b) require all Representatives having access to Confidential Information (excluding Representatives who are bound by duties of confidentiality with respect to the Confidential Information under applicable rules of professional conduct) to enter into a written agreement with the receiving Party containing restrictions with respect to the Confidential Information at least as restrictive as the restrictions set forth in this Agreement. The receiving Party shall, and shall cause its Representatives to, not use the Confidential Information of the disclosing Party except and solely in connection with the performance of the receiving Party's obligations under the Parties' Agreements. The receiving

Party shall be liable to the disclosing Party for any act or omission by any of its Representatives that would constitute a breach of this Agreement by the receiving Party if the receiving Party engaged in such act or omission. The receiving Party shall immediately notify the disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

4.5 Confidential Donor Information. Section 3.5.1 of this Agreement and the Operating Agreement set forth additional restrictions on disclosure and use of the Confidential Donor Information, and such restrictions shall be strictly complied with by the University and its Representatives.

4.6 Legally Compelled Disclosure. If the receiving Party or any of its Representatives becomes legally compelled (or requested by a regulatory body) to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt written notice prior to disclosure, unless providing such notice would violate applicable law or regulation, so that the disclosing Party may seek a protective order or other appropriate remedy (and if the disclosing Party seeks such an order, the receiving Party will, and will cause its Representatives to, provide such cooperation as the disclosing Party reasonably requests, at the expense of the disclosing Party) or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained or if the receiving Party's compliance with the provisions of this Agreement is waived by the disclosing Party, the receiving Party will furnish, and shall allow any Representative to furnish, only that portion of the Confidential Information that is legally required (in the opinion of its legal counsel).

4.7 Return or Destruction. All documents and other tangible objects containing or representing Confidential Information of the disclosing Party shall remain the property of the disclosing Party. Promptly upon the disclosing Party's request or termination of this Agreement, the receiving Party shall, and shall cause its Representatives to, either return or destroy and certify to the destruction of (at the disclosing Party's election) all documents, including electronic copies, and other tangible objects containing or representing the disclosing Party's Confidential Information; provided, however, Confidential Information of the disclosing Party that is retained in compliance with the Party's document retention policies or contained in an archived computer system backup in accordance with applicable security or disaster recovery procedures is not required to be erased provided that (a) access to such copies shall be limited to personnel who need access in compliance with applicable record retention policies or security or disaster recovery procedures and (b) such copies shall continue to be subject to the confidentiality and nonuse obligations in this Article IV.

4.8 Survival. The obligations of this Article IV shall survive the termination of this Agreement for a period of five years, except with respect to any trade secrets of either Party, in which case the obligations of this Article IV shall survive as long as such Confidential Information remains a trade secret of the disclosing Party as provided by applicable law.

ARTICLE V

TERM, TERMINATION AND DISPUTE RESOLUTION

5.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and end on June 30, 2027 (“**Initial Term**”), and thereafter, this Agreement shall automatically renew for successive three-year terms (each a “**Renewal Term**” and, together with the Initial Term, “**Term**”), unless and until terminated in accordance with the terms and conditions contained in this Agreement.

5.2 **Terminate.** This Agreement shall terminate upon the earlier of: (a) mutual written agreement of the Parties; (b) one year prior written notice by either Party to the other Party to terminate this Agreement for any reason or no reason; (c) a breach by a Party of any material provision of this Agreement and such breach is not cured within 30 days after notice from the non-breaching Party specifying the nature of the default (or if the breach is of a nature that it cannot be completely cured within the 30-day period, if the non-breaching Party does not commence such curing within such 30-day period or thereafter fails to proceed with reasonable diligence and in good faith to cure the breach); or (d) termination of the Operating Agreement. The Parties agree that in the event this Agreement terminates under this Section 5.2, they shall cooperate with one another in good faith to negotiate a new agreement within six months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described in Section 5.3 to further attempt to negotiate a new agreement.

5.3 **Dispute Resolution.** The Parties agree that in the event of any dispute arising from the Parties’ Agreements, the Parties shall first attempt to resolve the dispute by working together with the appropriate personnel of each of the Parties. If the personnel cannot resolve the dispute within 30 days after the dispute arises, then the Foundation CEO and the University President have 30 days to resolve the dispute. If the Foundation CEO and the University President cannot resolve the dispute within 30 days, then the Chair of the Foundation Board and the State Board have 30 days to resolve the dispute. If the dispute is not resolved by the Chair of the Foundation Board and State Board within 30 days, the Parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from the Parties’ Agreements. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees and other professional expenses, if awarded by a court of competent jurisdiction.

5.4 **Effect of Termination.** Upon termination of this Agreement, each Party shall cooperate in order to effect an orderly transition of the applicable Services to the other Party, and all Service Charges shall be prorated to the extent appropriate based on the date of termination.

ARTICLE VI

GENERAL TERMS

6.1 **Articles, Sections, Subsections and Subparagraphs.** This Agreement consists of text divided into Articles that are identified by roman numerals (for example, I, II and III), Sections that are identified by a number corresponding to the number of the Article of which the particular Section is a part followed by the number of the Section (for example, 1.1), subsections that are identified by numbers based on the order in which the subsections appear (for example, 1.1.1, 1.1.2

and 1.1.3) and subparagraphs that are identified by numbers based on the order in which the subparagraphs appear (for example, 1.1.1.1, 1.1.1.2 and 1.1.1.3). The organization is hierarchical, meaning that a reference to a division of this Agreement includes all of its Sections, subsections and subparagraphs (for example, a reference to a Section includes the Section and all of its subsections and subparagraphs).

6.2 Interpretation. In this Agreement: (a) the words “including”, “include” and similar words are to be construed as being followed by the phrase “without limitation”; (b) the word “may” is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute, regulation or any other document are to be construed as followed by the phrase “as amended from time to time.”

6.3 Notices. Any notices required under this Agreement must be in writing and may be delivered: (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by nationally recognized delivery service, such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices must be addressed to the following addresses or any other address that a Party provides by notice:

To the University:

University of Idaho
Office of the President
875 Perimeter Drive MS 3151
Moscow, Idaho 83844-3151

cc: counsel@uidaho.edu

To the Foundation:

University of Idaho Foundation, Inc.
Chief Executive Officer
875 Perimeter Drive MS 3143
Moscow, Idaho 83844-3143

6.4 Separate Entity; No Joint Venture. Notwithstanding anything to the contrary in this Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party. As independent entities, the University and the Foundation shall not be liable for any of the other Party’s contracts, torts or other acts or omissions, or those of the other Party’s trustees, directors, officers, employees or agents.

6.5 **Parties' Liability.** The Parties agree that each is responsible for any wrongful acts committed by them or their employees or agents arising out of their respective performance of this Agreement and that each Party may be found individually liable to persons injured by any such individual wrongful act, including liability of one Party to the other for injuries or liability arising out of such wrongful act. The University's liability for wrongful acts is governed by the Idaho Tort Claims Act ("Act"), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act. The University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act. In no event shall the Foundation's aggregate liability to the University arising out of or related to this Agreement exceed \$500,000 for any one occurrence or accident.

6.6 **Assignment.** This Agreement is not assignable by either Party, in whole or in part.

6.7 **Modification.** Any modification to this Agreement other than the Exhibits shall be in writing and signed by both Parties. Modifications to the Exhibits shall be pursuant to Sections 3.1.2 and 3.2.2.

6.8 **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

6.9 **Waiver.** Waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

6.10 **Severability.** If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

6.11 **Entire Agreement.** This Agreement, the Operating Agreement and the agreements contemplated to be entered into by the Parties under the Operating Agreement, which are (a) the Lease Agreement by and between the Foundation and the University ("**Lease Agreement**") and (b) the Loaned Employee Agreements (collectively with this Agreement and the Operating Agreement, "**Parties' Agreements**"), constitute the entire agreement among the Parties pertaining to the Parties' Agreements. In the event of any inconsistency between the provisions of the Parties' Agreements and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control. If the Operating Agreement is amended at any time during the Initial Term or a Renewal Term, to the extent such amendments cause inconsistencies between this Agreement and the Operating Agreement, this Agreement shall be amended to cure such inconsistencies. This Agreement amends, restates and replaces the Prior Service Agreement and supersedes any prior written or oral statements related to the terms of this Agreement or the terms of the Prior Service Agreement.

6.12 **Execution.** This Agreement may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the University and the Foundation have executed this Agreement on the date set forth below the Party's signature to be effective on the Effective Date.

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO**

By: _____
Name: C. Scott Green
Its: President

Date: _____

**UNIVERSITY OF IDAHO FOUNDATION,
INC.**

By: _____
Name: _____
Its: Chief Executive Officer

Date: _____

EXHIBIT A

COMPONENTS OF SERVICE CHARGES

“Accounts Payable Amount” means \$7.00.

“Accounts Payable Costs” means the sum of (a) the number of invoices processed by the University for the Foundation during the fiscal year multiplied by the Accounts Payable Amount and (b) any payments made by the University to third parties to pay such invoices on the Foundation’s behalf.

“Cost to Raise a Dollar” means the cost associated with the Foundation’s fundraising efforts to raise one dollar, which shall initially be the CRD Amount.

“CRD Amount” means \$0.20, which is based on current industry standards.

“Events Costs” means the portion of the budget of the University’s Central Auxiliary Services comprised of the salaries and fringe benefits of University personnel dedicated to, and the expenses related to, the strategic events of the Foundation’s fundraising activities, which are Recognition Gala, Celebration of Scholarships, Shakespeare Festival and Red Carnation, for the fiscal year.

“Fundraising Goal” means a goal for the amount of money the Foundation aims to raise through the Foundation’s fundraising efforts for the upcoming fiscal year.

“HR Costs” means the University’s human resources department budget for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

“Loaned Employees” means all positions for which the Foundation and the University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether each such Loaned Employee is loaned to Foundation by University for the entire 12 months of the fiscal year, and Foundation’s budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year.

“Loaned Employee Payments” means an amount equal to the actual payments made by the University for the salaries and benefits of the Loaned Employees during the fiscal year.

“OIT” means the University’s Office of Information Technology.

“OIT Costs” means the OIT budget comprised of (a) salary and fringe benefits for OIT personnel and (b) master enterprise licenses and contracts owned by the University and used, at least in part, by the Foundation for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

“Operating Expenses” means the portion of funds expended within the chart of accounts maintained by the University as part of the University’s financial services to the Foundation for the fiscal year related to contracts, programmatic support, marketing, communications, events, travel and office operations other than expenses that are a part of other components of the University Service Charge set forth in Section 3.1.

“Operations Support Costs” means the sum of Payroll Support Costs, Accounts Payable Costs and HR Costs.

“Payroll Support Amount” means \$2.25.

“Payroll Support Costs” means the product of (a) the Payroll Support Amount, (b) the number of Loaned Employees during the fiscal year and (c) the number of payroll periods in the fiscal year.

“Rent” means the square feet of the premises leased by the University to the Foundation pursuant to the terms of that Lease Agreement multiplied by \$21.00 (**“Rental Rate”**) for the fiscal year.

“Vital Goals” means the list of vital goals collaboratively developed by the Foundation CEO and the University President prior to the beginning of each fiscal year that shall include the Fundraising Goal.

Effective Date of this Exhibit A: _____

UNIVERSITY PRESIDENT

By: _____

Name: _____

Date: _____

FOUNDATION CEO

By: _____

Name: _____

Date: _____

**AGREEMENT FOR LOANED EMPLOYEE
THE UNIVERSITY OF IDAHO AND
THE UNIVERSITY OF IDAHO FOUNDATION, INC.**

This Agreement for Loaned Employee (“**Agreement**”) is entered into effective the [day] of [month], [year] (“**Effective Date**”) by and between the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“**University**”), and the University of Idaho Foundation, Inc., an Idaho non-profit corporation (“**Foundation**”). The University and the Foundation are sometimes referred to herein separately as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND

A. The Foundation is a nonprofit corporation formed to solicit, manage and distribute private support to enhance the growth and development of the University. The Foundation has asked the University to make certain staff members available to fulfill various staffing requirements for the Foundation’s day-to-day operations.

B. The University has agreed to loan its employee, [full legal name] (“**Loaned Employee**”), to the Foundation pursuant to the terms of this Agreement.

AGREEMENT

The Parties agree as follows:

1. Relationship Between Loaned Employee and University.

1.1 **Employment with the University.** At all times under this Agreement, Loaned Employee shall be an employee of the University. Loaned Employee may be categorized as either an exempt employee of the University or a classified employee of the University, subject to all applicable policies and procedures of the Board of Regents of the University of Idaho and the University (“**University Policies**”). Loaned Employee shall devote 100% of Loaned Employee’s working time to performing services for the Foundation. This Agreement in no way changes the nature of Loaned Employee’s employment with the University and in no way changes the applicable terms of the individual Loaned Employee’s employment with the University, including Loaned Employee’s employment categorization (classified or exempt, whichever the case may be). Loaned Employee remains subject to University Policies applicable to Loaned Employee’s employment with the University. Loaned Employee will be considered a loaned employee under the worker’s compensation law of the state of Idaho.

1.2 **Compensation.** Loaned Employee will be paid compensation consistent with the terms applicable to Loaned Employee’s employment with the University (“**Salary**”). This Agreement shall have no effect on Loaned Employee’s eligibility for University benefits (“**Benefits**”). The University shall be responsible for the payment of all Salary and Benefits to Loaned Employee. The Foundation shall reimburse the University for 100% of the University’s total cost of the Salary and Benefits pursuant to the terms of that certain Service Agreement by and between the University and the Foundation (“**Service Agreement**”).

1.3 **Travel Expenses.** The University shall reimburse directly to Loaned Employee costs incurred by Loaned Employee for travel that is approved in accordance with Foundation policies, University Policies and applicable law (“**Travel Costs**”). The Foundation shall reimburse the University for the Travel Costs pursuant to the terms of the Service Agreement.

1.4 **Performance Evaluations.** Loaned Employee’s performance will be reviewed at least annually and will be consistent with applicable University Policies. Foundation personnel, including members of the Foundation Board and employees loaned by the University to the Foundation who supervise other Foundation personnel, are responsible for evaluating employees loaned by the University to the Foundation in accordance with University Policies.

2. **Relationship Between Loaned Employee and Foundation.**

2.1 **Supervision.** Loaned Employee will work under the supervision and direction of the Chief Executive Officer of the Foundation (“**Foundation CEO**”) and will report to the Foundation CEO or Foundation CEO’s designee, who shall determine Loaned Employee’s services for the Foundation.¹

2.2 **Foundation Policies.** The Foundation may, from time to time, establish certain policies regarding the conduct of Foundation business that may apply to the services performed by Loaned Employee for the Foundation.

3. **Relationship Between Foundation and the University.**

3.1 **Lease of Loaned Employee.** During the term of this Agreement, the University shall make available to the Foundation 100% of Loaned Employee’s working time. The furnishing of Loaned Employee shall not be considered a professional service of the University to the Foundation, nor shall the University be considered a contractor of the Foundation.

3.2 **University to Provide Salary and Benefits.** As set forth above in Section 1.2, the University shall provide Loaned Employee with Salary and Benefits. The University shall be responsible for all facets of payroll and benefits administration with respect to Loaned Employee, including withholding and payment of payroll taxes, unemployment compensation, reimbursable expenses, worker’s compensation coverage, social security and providing any fringe and welfare benefit programs for Loaned Employee. The University is responsible for the payment of all items set forth in this Section 3.2 and any claims or losses resulting from the administration of compensation and employee benefits pursuant to any applicable law, including the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Idaho Wage Claim Act and the Internal Revenue Code.

3.3 **No Prohibition on Leasing Employee to Foundation.** The University represents and warrants to the Foundation that there is no agreement with Loaned Employee nor any the University Policies that prohibits the University from leasing Loaned Employee to the Foundation pursuant to the terms of this Agreement. The University further represents and warrants that this

¹ **Note for Using this Form:** For the loaned employee agreement for the Chief Executive Officer, change this Section to be consistent with Section 3.2.1.2 of the Operating Agreement.

Agreement does not affect Loaned Employee's eligibility for Benefits under the terms of all applicable University benefit plans.

3.4 Foundation's Liability for Acts of Loaned Employee. The University shall have no liability to the Foundation for loss or damage directly resulting from the fault, negligence, misconduct or other acts of Loaned Employee while Loaned Employee is performing activities on behalf of or at the direction of the Foundation. The Foundation therefore agrees that it is responsible for any and all claims, demands, losses, damages, costs, expenses and liabilities for injuries (including death) to persons and for damages to property (including damage to property of the Foundation or others) arising out of or in connection with the activities of Loaned Employee performed on behalf of or at the direction of the Foundation. In no event shall the Foundation's aggregate liability to the University arising out of or related to this Agreement exceed \$500,000 for any one occurrence or accident. Notwithstanding the foregoing, both Parties may maintain any liability insurance coverage as it shall deem appropriate with respect to liabilities arising out of the acts or omissions of Loaned Employee.

3.5 Compliance With Employment Discrimination Laws.

3.5.1 Compliance by University. With respect to Loaned Employee, the University agrees to comply with all laws regarding employment discrimination, including the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act and the Idaho Human Rights Act. The University shall notify the Foundation within five business days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. The University shall be responsible for any claims or losses resulting from the University's failure to comply with any applicable employment discrimination laws.

3.5.2 Compliance by Loaned Employee. Loaned Employee remains subject to the rights and obligations established by applicable law and University Policies regarding employment discrimination. Nothing in this Agreement shall affect Loaned Employee's obligation to comply with applicable employment discrimination laws and University Policies.

3.5.3 Compliance by Foundation Board. The Foundation's Board of Directors ("**Foundation Board**") acknowledges the University and Loaned Employee's respective obligations to comply with applicable employment discrimination laws and University Policies and will not take any action to interfere with the University's or Loaned Employee's compliance with the same.

4. General Terms.

4.1 Term; Termination. The term of this Agreement is congruent with the applicable term of employment between Loaned Employee and the University and will terminate on the same day that Loaned Employee's employment with the University is specified to end, unless terminated earlier upon the occurrence of any of the following:

4.1.1 Termination by Foundation. Foundation may terminate this Agreement and the services of Loaned Employee at any time by providing 14 days' notice to the University. Termination of this Agreement will not result in an automatic termination of Loaned Employee's Agreement for Loaned Employee ([last name of Loaned Employee])

Page 3 of 7

employment with the University, which decision may be made by the University in its sole discretion and consistent with University Policies.

4.1.2 Termination in the Event of Default. Either Party may terminate the lease of Loaned Employee by the University to the Foundation upon the material default of the other's performance provided that the non-defaulting Party first provides the other with at least ten days' notice of the default and an opportunity to cure such default within the notice period.

4.1.3 Termination of Operating Agreement. This Agreement terminates if the Operating Agreement, dated effective July 1, 2024, by and between the Parties ("**Operating Agreement**") terminates, effective the date on which the Operating Agreement terminates.

4.1.4 Discontinued Employment of Loaned Employee by University. The lease of Loaned Employee to the Foundation shall automatically terminate if Loaned Employee is no longer an employee of the University for any reason.

4.2 Dispute Resolution. The Parties agree that in the event of any dispute arising from the Parties' Agreements (as defined in Section 4.13), the Parties shall first attempt to resolve the dispute by working together with the appropriate personnel of each of the Parties. If the personnel cannot resolve the dispute within 30 days after the dispute arises, then the Foundation CEO and the University President ("**University President**") have 30 days to resolve the dispute. If the Foundation CEO and the University President cannot resolve the dispute within 30 days, then the Chair of the Foundation Board and the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively "**State Board**") have 30 days to resolve the dispute. If the dispute is not resolved by the Chair of the Foundation Board and State Board within 30 days, the Parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from the Parties' Agreements. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees and other professional expenses, if awarded by a court of competent jurisdiction.

4.3 No Third Party Beneficiaries. The Parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee, who remains subject to all applicable University Policies, including policies regarding nonrenewal of fixed term appointments and termination or discipline.

4.4 Interpretation. In this Agreement: (a) the words "including", "include" and similar words are to be construed as being followed by the phrase "without limitation"; (b) the word "may" is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute, regulation or any other document are to be construed as followed by the phrase "as amended from time to time."

4.5 **Notices.** Any notices required under this Agreement must be in writing and may be delivered: (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by nationally recognized delivery service, such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices must be addressed to the following addresses or any other address that a Party provides by notice:

To the University:

University of Idaho
Office of the President
875 Perimeter Drive MS 3151
Moscow, Idaho 83844-3151

cc: counsel@uidaho.edu

To the Foundation:

University of Idaho Foundation, Inc.
[Chief Executive Officer / Chair of the Board of Directors]²
875 Perimeter Drive MS 3143
Moscow, Idaho 83844-3143

4.6 **Separate Entity; No Joint Venture.** Notwithstanding anything to the contrary in this Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party. As independent entities, the University and the Foundation shall not be liable for any of the other Party's contracts, torts or other acts or omissions, or those of the other Party's trustees, directors, officers, employees or agents.

4.7 **Parties' Liability.** The Parties agree that each is responsible for any wrongful acts committed by them or their employees or agents arising out of their respective performance of this Agreement and that each Party may be found individually liable to persons injured by any such individual wrongful act, including liability of one Party to the other for injuries or liability arising out of such wrongful act. The University's liability for wrongful acts is governed by the Idaho Tort Claims Act ("Act"), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act. The University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act. In no event shall the Foundation's

² **Note for Using this Form:** Use the position of Chief Executive Officer in all agreements except for the loaned employee agreement for the Chief Executive Officer.

aggregate liability to the University arising out of or related to this Agreement exceed \$500,000 for any one occurrence or accident.

4.8 **Assignment.** This Agreement is not assignable by either Party, in whole or in part.

4.9 **Modification.** Any modification to this Agreement shall be in writing, signed by both Parties and acknowledged by Loaned Employee.

4.10 **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

4.11 **Waiver.** Waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

4.12 **Severability.** If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

4.13 **Entire Agreement.** This Agreement, the Operating Agreement and the agreements contemplated to be entered into by the Parties under the Operating Agreement, which are (a) the Lease Agreement by and between the Foundation and the University and (b) the Service Agreement (collectively with this Agreement and the Operating Agreement, “**Parties’ Agreements**”), constitute the entire agreement among the Parties pertaining to the Parties’ Agreements. In the event of any inconsistency between the provisions of the Parties’ Agreements and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control. If the Operating Agreement is amended at any time during the term of this Agreement, to the extent such amendments cause inconsistencies between this Agreement and the Operating Agreement, this Agreement shall be amended to cure such inconsistencies. This Agreement supersedes any prior written or oral statements related to the terms of this Agreement.

4.14 **Execution.** This Agreement may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

4.15 **Acknowledgment by Employee.** This Agreement shall be effective as of the Effective Date upon execution of this Agreement by the University and the Foundation and acknowledged by Loaned Employee pursuant to the signature blocks below.

(Signature page follows.)

The University and the Foundation have executed this Agreement on the date set forth below the Party's signature to be effective on the Effective Date.

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

**UNIVERSITY OF IDAHO
FOUNDATION, INC.**

By: _____

Name: _____

Title: [Chief Executive Officer / Chair of the
Board of Directors]³

Date: _____

Acknowledgment by Loaned Employee:

Loaned Employee, by Loaned Employee's signature below, acknowledges the terms of this Agreement between the University and the Foundation and agrees that Loaned Employee is an employee of the University that is loaned to the Foundation pursuant to the terms of this Agreement. Loaned Employee further acknowledges that Loaned Employee is a loaned employee under the worker's compensation law of the state of Idaho. Accordingly, Loaned Employee acknowledges and agrees that in the event of any work-related injury that is covered by worker's compensation insurance held for the benefit of Loaned Employee by the University, Loaned Employee will be precluded from recovering damages from the Foundation for such injury in accordance with the applicable state worker's compensation laws.

By: _____

Name: _____

Date: _____

³ **Note for Using this Form:** Use the position of Chief Executive Officer in all agreements except for the loaned employee agreement for the Chief Executive Officer.

LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is entered into effective the 1st day of July, 2024 (“**Effective Date**”) by and between the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“**University**”), and the University of Idaho Foundation, Inc., an Idaho non-profit corporation (“**Foundation**”). The University and the Foundation are sometimes referred to herein separately as a “**Party**” and collectively as the “**Parties**.”

1. **Grant.** University hereby leases to the Foundation and the Foundation hereby leases from the University the premises described in Exhibit A attached and all improvements thereon (the “**Premises**”) on the terms and conditions in this Lease.

2. **Term; Renewal.** The University demises the Premises for a three-year term (“**Initial Term**”) commencing on the Effective Date, and ending on June 30, 2027, and thereafter, this Lease shall automatically renew for three years terms (each a “**Renewal Term**” and, together with the Initial Term, “**Term**”), unless and until terminated in accordance with the terms and conditions contained in this Lease.

3. **Termination.** This Lease shall terminate upon the earlier of: (a) mutual written agreement of the University and the Foundation; (b) termination pursuant to the terms of this Lease; or (c) termination of that certain Operating Agreement, dated effective July 1, 2024, by and between the Parties (“**Operating Agreement**”).

4. **Rent.** The rent and payment terms for the Term of this Lease are set forth in that certain Service Agreement by and between the Parties dated effective July 1, 2024 (“**Service Agreement**”), and such terms on rent and payment are incorporated into this Lease by this reference.

5. **Use.** The Foundation will use the Premises to conduct activities set forth on the Operating Agreement. The Foundation will not use the Premises for any unlawful purpose.

6. **Condition of Premises.** The Premises are being leased in “as is” condition, and the University will have no obligation to perform any work to prepare the Premises for the Foundation’s use or occupancy. The Foundation’s taking occupancy of the Premises will be conclusive evidence of the Foundation’s acceptance of the Premises in their condition on the date of occupancy.

7. **Alterations.** The Foundation will not make any alterations, additions or improvements, in, to, on or about the Premises without first obtaining the written consent of the University’s real estate officer, which consent may be withheld, delayed or conditioned as determined by the University to be in the best interests of the University.

8. **Compliance with Laws.** The Foundation will comply with all statutes, ordinances, regulations, codes and other requirements of all governmental authorities now in force, or which may hereafter be in force, pertaining to the Premises or the use or occupancy thereof by the Foundation.

9. **Assignment and Subletting.** The Foundation will not assign this Lease or sublet or grant any right to use the Premises or any part thereof to any other person without the prior written consent of the University, which consent may be withheld, delayed or conditioned as may be determined by the University to be in the best interests of the University. Any assignment or subletting without the University's consent will be void. Any transfer of any legal or beneficial interest in the Foundation, including by merger, consolidation or liquidation, will constitute an assignment of this Lease under this Section 9.

10. **Utilities; Custodial Services; Maintenance.** All applications and connections for sewer, water, gas, electricity, telephone, telecommunication and other utility services for use of the Premises will be made by the University, and the University will be solely liable for such charges as they become due. The University agrees to provide custodial services, building and grounds maintenance and repairs on the Premises in the same fashion as provided for similar facilities owned by the University.

11. **Taxes and Assessments.** University is exempt from local property taxes. The Foundation will pay when due all taxes and assessments payable with respect to any personal property located on the Premises and any business conducted thereon.

12. **Entry and Inspection.** The Foundation will permit the University or the University's agents to enter upon the Premises, at reasonable times and upon reasonable notice, for the purpose of inspecting the same, performing any obligations or exercising rights of the University as contemplated in this Lease.

13. **Indemnification of the University.** The University will not be liable for any injury (including death) to the Foundation, its directors, officers, employees, agents, contractors or invitees (each a "**Foundation Party**"), or damage to or destruction of any property, occurring on the Premises or any part thereof or arising out of the use or occupancy of the Premises by the Foundation or any Foundation Party. The Foundation will indemnify and hold the University and its officers, employees and agents harmless from any action, cause of action, loss, cost, claim or expense, including reasonable attorneys' fees (collectively, "**Losses**"), arising out of the use or occupancy of the Premises by the Foundation or any Foundation Party or any breach by the Foundation of any provisions of this Lease, except to the extent caused by the gross negligence or willful misconduct of the University or its agents. Notwithstanding the foregoing, the maximum amount of indemnifiable Losses that may be recovered from the Foundation under this Section 13 shall be \$500,000. The provisions of this Section 13 will survive the expiration or termination of this Lease.

14. **Insurance.** The Foundation shall maintain insurance to cover the Premises, including activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

15. **Covenants.** The Foundation will, throughout the Term, keep the Premises in a good, safe and sanitary condition, ordinary wear and tear excepted.

16. **Eminent Domain.** If the Premises or any part thereof is taken by eminent domain so that that the Foundation's use or occupancy thereof is materially adversely affected, this Lease will,

at the option of either the Foundation or the University, terminate on the date when title vests pursuant to such taking. The rent will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Foundation. The Foundation will not be entitled to any part of the award for such taking or any payment in lieu thereof, but the Foundation may file a claim for any taking of fixtures and improvements owned by the Foundation and for moving expenses. If neither the Foundation nor the University elects to terminate this Lease, this Lease will remain unmodified and in full force and effect as to the remainder of the Premises.

17. **Destruction of Premises.** In the event of damage or destruction of the Premises or any improvements thereon during the Term, from any cause, the University will, within 30 days following the date of the damage or destruction, give notice to the Foundation of University's decision to either repair the Premises to a reasonably equivalent condition within 180 days or not repair the Premises. In the event University decides not to repair the Premises, the Foundation may, in its sole discretion, elect to terminate this Lease. If this Lease is not so terminated, the University will proceed diligently to make such repairs and reasonably restore the Premises or such improvements to their condition prior to the casualty, and with the amount of the proceeds of property insurance available therefor (plus any amounts the Foundation agrees to pay for such repairs) in accordance with then existing laws. Foundation will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs will interfere with the business and activities conducted by the Foundation on the Premises and the Foundation will make the proceeds of insurance attributable to the Premises available to the University for such purpose.

18. **Event of Default.** An "Event of Default" will occur if (a) the Foundation fails to pay any rent on the date due, as set forth in the Service Agreement, and such failure is not cured within 10 days after notice from the University of such failure, or (b) the Foundation defaults in the performance of any of the other covenants or conditions of this Lease and the Foundation does not cure such default within 30 days after notice from the University specifying the nature of such default (or if the default is of a nature that it cannot be completely cured within the 30-day period, if the Foundation does not commence such curing within the 30-day period or thereafter fails to proceed with reasonable diligence and in good faith to cure the default).

19. **University's Remedies on Default.** Upon an Event of Default, the University will have the following remedies:

19.1 University may terminate this Lease upon notice to Foundation. On the date specified in such notice the Term of this Lease will terminate, and the Foundation will then quit and surrender the Premises to the University, but the Foundation will remain liable for any amounts due the University under the terms of this Lease less the reasonable rental value of the Premises. If this Lease will have been so terminated by the University, the University may at any time thereafter take possession of the Premises by any lawful means and remove the Foundation or other occupants and their effects from the Premises.

19.2 The University will be entitled to (a) unpaid past-due rent as of the date of the termination, plus interest at the rate of 5% per annum, but not in excess of the maximum rate allowed by applicable law ("**Default Interest**") and (b) unpaid rent as of the date of entry of

judgment, less any rent actually paid by a replacement tenant, plus Default Interest. University shall have no obligation to seek or secure a replacement tenant.

19.3 Should the Foundation at any time fail to do the acts required to be done by the Foundation under this Lease, the University, at its option and in addition to any other rights and remedies which the University may have, may (but will not be required to) do such act or cause the same to be done, and all sums expended by the University in connection with the performance thereof will be additional rent due and payable from the Foundation to the University upon demand, together with Default Interest.

The remedies of the University hereunder are cumulative and in addition to all other remedies the University may have in law or equity on account of any breach of this Lease.

20. **Surrender.** Upon the expiration of the Term or earlier termination of this Lease, the Foundation will surrender possession of the Premises to the University, broom clean and in the same condition as when the Foundation first occupied the Premises, ordinary wear and tear, casualty and condemnation excepted.

21. **Holding Over.** If the Foundation holds over after the expiration of the Term, without written agreement providing otherwise, the Foundation will be deemed to be a tenant from month to month, with rent, payable in advance, equal to 125% multiplied by the monthly rent last payable by the Foundation under this Lease.

22. **Equal Opportunity.** Each Party agrees not to discriminate against any employee or applicant for employment in the performance of this Lease with respect to tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, sex, color, religion, national origin, disability, ancestry, or status as a war veteran. Breach of this covenant may be regarded as a material breach of this Lease.

23. **Subordination; Nondisturbance; Quiet Enjoyment.** This Lease is and will be subordinated to all existing and future liens and encumbrances against the Premises; provided, however, that the Foundation's use and occupancy of the Premises will not be disturbed by the University or any person claiming through or under the University during the Term of this Lease so long as the Foundation is not in default hereunder. So long as the Foundation faithfully performs all of its obligations under this Lease, the Foundation will have the right to peacefully and quietly enjoy the Premises for the Term, subject to the terms and conditions of this Lease, such liens and encumbrances and all matters of record.

24. **Dispute Resolution.** The Parties agree that in the event of any dispute arising from the Parties' Agreements (as defined in Section 33), the Parties shall first attempt to resolve the dispute by working together with the appropriate personnel of each of the Parties. If the personnel cannot resolve the dispute within 30 days after the dispute arises, then the Chief Executive Officer of the Foundation ("**Foundation CEO**") and the University's President ("**University President**") have 30 days to resolve the dispute. If the Foundation CEO and the University President cannot resolve the dispute within 30 days, then the Chair of the Board of Directors of the Foundation ("**Foundation Board**") and the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively, "**State Board**") have 30 days to

resolve the dispute. If the dispute is not resolved by the Chair of the Foundation Board and State Board within 30 days, the Parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from the Parties' Agreements. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees and other professional expenses, if awarded by a court of competent jurisdiction.

25. **Interpretation.** In this Lease: (a) the words "including", "include" and similar words are to be construed as being followed by the phrase "without limitation"; (b) the word "may" is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute, regulation or any other document are to be construed as followed by the phrase "as amended from time to time."

26. **Notices.** Any notices required under this Lease must be in writing and may be delivered: (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by nationally recognized delivery service, such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices must be addressed to the following addresses or any other address that a Party provides by notice:

To the University:

University of Idaho
Office of the President
875 Perimeter Drive MS 3151
Moscow, Idaho 83844-3151

cc: counsel@uidaho.edu

To the Foundation:

University of Idaho Foundation, Inc.
Chief Executive Officer
875 Perimeter Drive MS 3143
Moscow, Idaho 83844-3143

27. **No Third Party Beneficiaries.** The Parties acknowledge that there are no intended third-party beneficiaries of this Lease.

28. **Separate Entity; No Joint Venture.** Notwithstanding anything to the contrary in this Lease, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Lease, the University and the Foundation shall act in an independent

capacity and not as an agent or representative of the other Party. As independent entities, the University and the Foundation shall not be liable for any of the other Party's contracts, torts or other acts or omissions, or those of the other Party's trustees, directors, officers, employees or agents.

29. **Modification.** Any modification to this Lease shall be in writing and signed by both Parties.

30. **Governing Law.** This Lease shall be governed by the laws of the State of Idaho.

31. **Waiver.** Waiver by either Party of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Lease.

32. **Severability.** If any provision of this Lease is held invalid or unenforceable to any extent, the remainder of this Lease is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

33. **Entire Agreement.** This Lease, the Operating Agreement and the agreements contemplated to be entered into by the Parties under the Operating Agreement, which are (a) the Service Agreement and (b) the Agreements for Loaned Employee (collectively with this Lease and the Operating Agreement, "**Parties' Agreements**"), constitute the entire agreement among the Parties pertaining to the Parties' Agreements. In the event of any inconsistency between the provisions of the Parties' Agreements and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control. If the Operating Agreement is amended at any time during the Initial Term or a Renewal Term, to the extent such amendments cause inconsistencies between this Lease and the Operating Agreement, this Lease shall be amended to cure such inconsistencies.

34. **Execution.** This Lease may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the University and the Foundation have executed this Lease on the date set forth below the Party's signature to be effective on the Effective Date.

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO**

By: _____
Name: C. Scott Green
Its: President

Date: _____

**UNIVERSITY OF IDAHO FOUNDATION,
INC.**

By: _____
Name: _____
Its: Chief Executive Officer

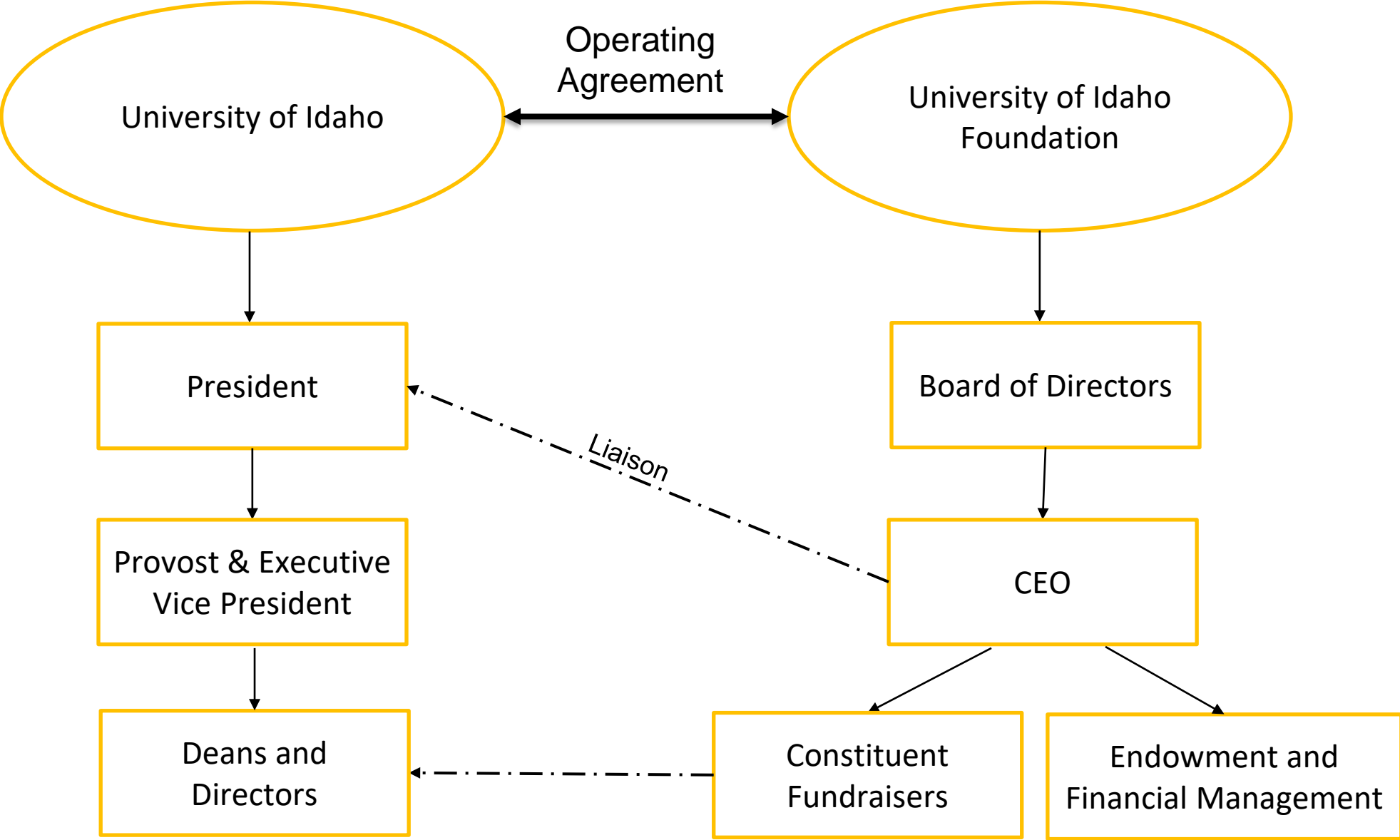
Date: _____

For SBOE Review

EXHIBIT A

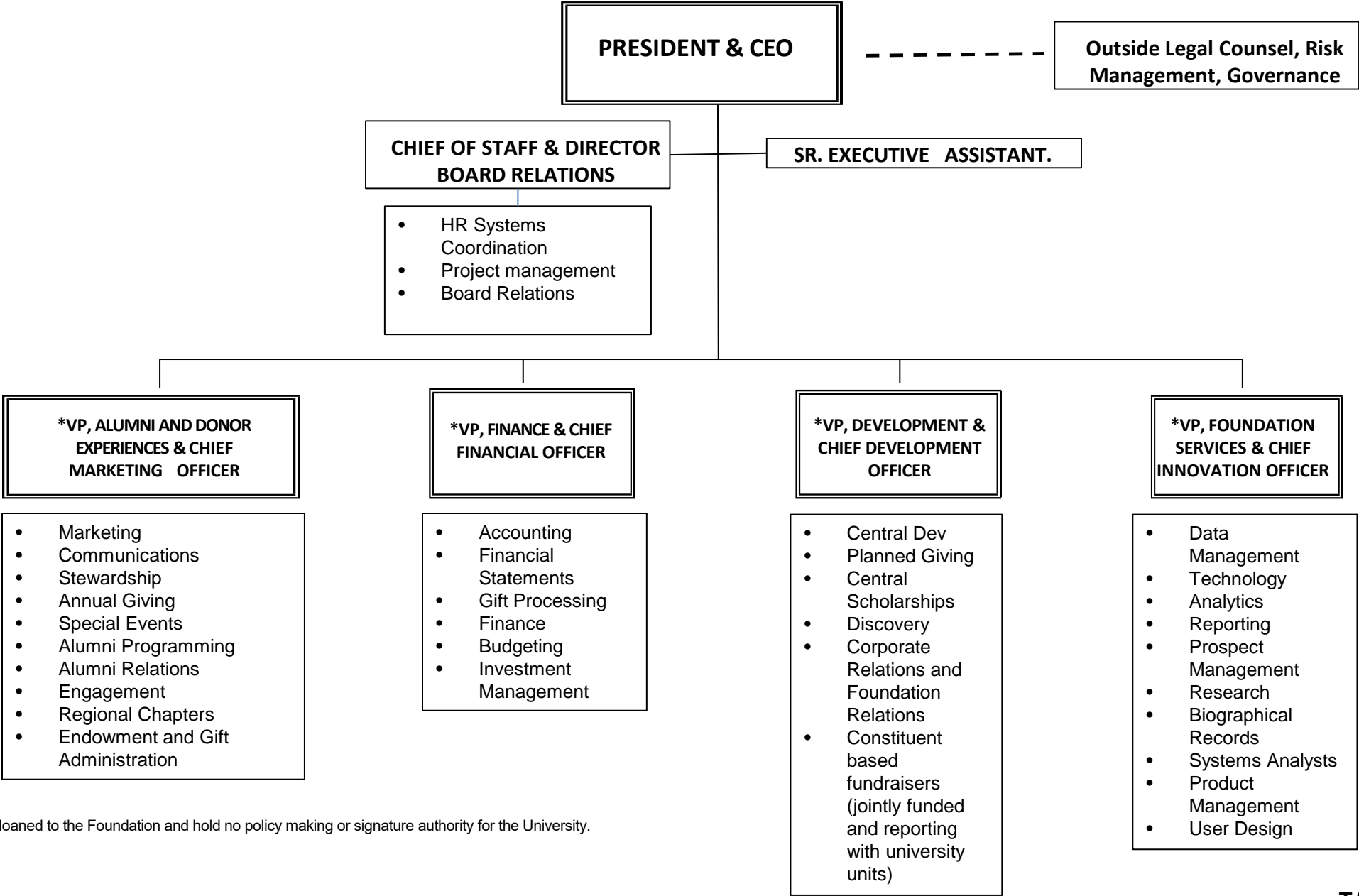
DESCRIPTION OF PREMISES

As of the Effective Date, the Premises consist of approximately 14,150 square feet leased by the University to the Foundation and are located: (a) on floor 1 and 2 of Hayes Hall, Moscow, Idaho; (b) on floor 1 Forney Hall, Moscow, Idaho; (c) on Floor 3 Water Center, Boise, Idaho; and (d) at the Coeur D'Alene Center, Coeur D'Alene, Idaho.



**Proposed: University of Idaho and Integrated
University of Idaho Foundation Reporting
Relationships**

Proposed: UI Foundation-Advancement Integrated Functional Organization Chart



2024 OPERATING AGREEMENT

BETWEEN

THE UNIVERSITY OF IDAHO AND

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

AND

INSTITUTION/AGENCY

This 2024 Operating Agreement ~~between Foundation, Inc. and Institution/Agency~~ (“Operating Agreement”) is entered into ~~as of this~~ effective the 1st day of ~~_____, 20____, July, 2024~~ (“Effective Date”) by and between ~~Institution, herein known as “Institution/Agency”~~ the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“University”), and the University of Idaho Foundation, Inc., an Idaho non-profit corporation (“Foundation”), and it is an amendment and restatement of the Operating Agreement entered into on October 21, 2016, as amended by the Amendment Agreement, dated October 1, 2023 (“Prior Operating Agreement”), which it fully replaces. The University and the Foundation are sometimes referred to herein ~~known~~ separately as a “Foundation”Party” and collectively as the “Parties.”

~~_____ WHEREAS, the Foundation was organized and incorporated in _____ for the purpose of generating voluntary private support from _____, _____, friends, corporations, foundations, and others for the benefit of the Institution/Agency.~~

~~_____ WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the Institution/Agency, and provide opportunities for _____ (e.g. students) and a degree of institutional excellence unavailable with state funding levels.~~

WHEREAS, the Foundation is ~~dedicated to assisting the Institution/Agency in the building of the endowment to address, through financial support, the long-term academic and other priorities of the Institution/Agency.~~

~~_____ WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the Institution/Agency, soliciting cash, securities, real and intellectual property, and other private resources for the support of the Institution/Agency, and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.~~

a nonprofit corporation incorporated on September 23, 1970, pursuant to the Idaho Nonprofit Corporation Act;

WHEREAS, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, ~~in connection with its fund-raising and asset management activities, the Foundation utilizes, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.~~

~~WHEREAS, the's mission of~~includes ~~the Foundation is to secure, manage and distribute~~solicitation, management and distribution of private ~~contributions and support to~~enhance the growth and development of the ~~Institution/Agency~~University;

WHEREAS, the ~~Institution/Agency and~~ Foundation and the University desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds~~;~~

WHEREAS, the ~~Parties hereby acknowledge that they will at all times conform to and abide by the~~ Idaho State Board of Education's and the Board of Regents of the University of Idaho (collectively "State Board") have promulgated Governing Policies and Procedures, regarding Financial Affairs and Gifts and Affiliated Foundations ~~Policy V.E., and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by,~~ effective as of June 2019, as amended from time to time ("State Board's Policies and Procedures");

WHEREAS, Section V.E.2.b. of the State Board, ~~for review's Policies and re-approval.~~Procedures requires the University to enter into a written operating agreement with the Foundation that sets forth their operating relationship; and

WHEREAS, the Foundation and the ~~Institution/Agency~~University intend for this Operating Agreement to be the written operating agreement required by ~~State Board Policy~~Section V.E.2.b. of the State Board's Policies and Procedures.

NOW THEREFORE, in consideration of the mutual ~~commitments herein contained, and other good and valuable consideration, receipt of which is~~covenants and undertakings herein, the University and the Foundation hereby ~~acknowledged, the Parties~~ agree as follows:

ARTICLE I

Foundation's Purposes

ARTICLE I

FOUNDATION'S PURPOSES

The Foundation is the primary affiliated foundation responsible for ~~securing~~assisting the University in inspiring, soliciting, managing and distributing private support for the Institution/AgencyUniversity. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1a) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the Institution/AgencyUniversity from the general public (including individuals, corporations, other entities and other sources); (2b) manage and invest the money and property it receives for the benefit of the Institution/AgencyUniversity; and (3c) support and assist the Institution/Agency in fundraising and University in donor relations. In carrying out its purposes, the Foundation shall not engage in activities that: ~~— conflict with~~ (4i) ~~conflict with~~ federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding ~~Federal~~federal Treasury Regulations); (2ii) ~~cause the Institution to be in violation of~~ applicable policies of the State Board; or (3iii) ~~conflict with~~ the role and mission of the Institution/AgencyUniversity.

~~ARTICLE II~~

~~Foundation's Organizational Documents~~

ARTICLE II

FOUNDATION'S GOVERNING DOCUMENTS

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws ("Governing Documents") to the Institution/Agency—TheUniversity. All amendments of the Governing Documents shall also be provided to the University. Furthermore, the Foundation shall, to the extent practicable, ~~also shall~~ provide the Institution/AgencyUniversity with an advance copy of any ~~proposed~~ amendments to the ~~Foundation's Articles of Incorporation and Bylaws. The Institution/Agency shall provide all such documents to the State Board.~~ Governing Documents.

~~ARTICLE III~~

~~Institution/Agency Resources and Services~~

~~1. Institution/Agency Employees.~~

ARTICLE III

UNIVERSITY RESOURCES AND SERVICES

3.1 Liaisons.

3.1.1 a. ~~Institution/Agency/Foundation~~ University Liaison: ~~_____~~. The Institution/Agency's Vice University's President ("University President for Institution/Agency Advancement") shall serve as the Institution/Agency University's Liaison liaison to the Foundation. ("University Liaison"). The duties and responsibilities of the University Liaison, which may be delegated by the University Liaison to a designee, include the following:

3.1.1.1 i. ~~The Institution/Agency's Vice President for Institution/Agency Advancement~~ University Liaison shall be responsible for ~~coordinating the Institution/Agency's and~~ communicating with the Foundation regarding the Foundation's fundraising efforts and for ~~supervising and~~ coordinating ~~the~~ any administrative support provided by the Institution/Agency University to the Foundation.

3.1.1.2 ii. ~~The Vice President for Institution/Agency Advancement or designee~~ University Liaison shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the Institution/Agency ("Foundation Board") as a non-voting advisor. The University Liaison will provide regular reports to the Foundation Board about the University's financial position and activities, including its use of gifts. The University Liaison may also report other information to the Foundation's Board of Directors that is pertinent to the common goals of the University and the Foundation.

3.1.1.3 The University Liaison will work with the Foundation to set the Foundation's goals relating to fundraising and engagement in support of the University's priorities.

3.1.2 Foundation Liaison. The Chief Executive Officer of the Foundation ("Foundation CEO") will serve as the Foundation's liaison to the University ("Foundation Liaison"). The duties and responsibilities of the Foundation Liaison, which may be delegated by the Foundation Liaison to a designee, include the following:

3.1.2.1 The Foundation Liaison shall be responsible for communicating with the University regarding the Institution/Agency's coordination with the Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

3.1.2.2 The Foundation Liaison may attend University leadership meetings as a non-policy making advisor. The Foundation Liaison will provide regular reports to the University about the Foundation's financial position and activities. The Foundation Liaison

may also report other information to the University that is pertinent to the common goals of the University and the Foundation.

3.1.2.3 The Foundation Liaison will work with University leadership to set the Foundation's goals relating to fundraising and engagement in support of the University's priorities.

3.2 **Loaned Employees.**

3.2.1 ~~b. Managing Director-~~ Foundation CEO. The ~~Managing Director of the~~ Foundation CEO is an employee of the ~~Institution/Agency~~ University who is loaned to the Foundation. ~~-All of the Managing Director-~~ The Foundation CEO's services shall be provided directly to the Foundation as follows and as set forth in the applicable Loaned Employee Agreement (as defined below in Section 3.2.2):

3.2.1.1 ~~i. Duties.~~ The ~~Managing Director shall be~~ Foundation CEO is responsible for the strategy and planning for and the supervision and control of the day-to-day operations of the Foundation. ~~More specific duties of the Managing Director may be set forth in a written job description prepared by the~~

3.2.1.2 **Reporting Structure.** The Foundation CEO reports to and ~~attached to the Loaned Employee Agreement described in paragraph (iii) below. The Managing Director shall be subject to the control and~~ takes direction ~~off from~~ the Foundation Board. All other Loaned Employees (as defined below in Section 3.2.2) report to the Foundation CEO or another Loaned Employee designated by the Foundation CEO.

~~ii. The Managing Director shall be entitled to Institution/Agency benefits to the same extent and on the same terms as other full-time Institution/Agency employees of the same classification as the Managing Director. The Foundation shall reimburse the Institution/Agency for all costs incurred by the Institution/Agency in connection with the Institution/Agency's employment of the Managing Director including such expenses as salary, payroll taxes, and benefits.~~

3.2.1.3 **Vacancy.** In the event the Foundation CEO resigns or is terminated by the University, the Foundation terminates the Foundation CEO's Loaned Employment Agreement or the Foundation CEO otherwise ceases to provide services to the Foundation, hiring of the subsequent Foundation CEO shall be done in accordance with Foundation and University policies and applicable law.

3.2.2 ~~iii. Generally.~~ The University and the Foundation have entered and ~~the~~ Institution/Agency shall will enter into ~~a written~~ additional agreements (each such agreement, ~~in~~ the form of Exhibit "A" hereto, establishing that the ~~Managing Director is an employee of the Institution/Agency but subject~~ "Loaned Employee Agreement") for the loaning of Loaned Employees (as defined below) to the ~~direction and control of the~~ Foundation ~~(generally a "Loaned Employee Agreement")~~ by the University. The Loaned Employee ~~Agreement~~ Agreements shall ~~also~~ set forth the relative rights and responsibilities of the Operating Agreement

Foundation and the ~~Institution/Agency with respect to the Managing Director, including the following:~~

1. ~~The Foundation shall have the right to choose~~University. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.

2. ~~Termination of the Loaned Employee Agreement in accordance with~~are subject to the exclusive day-to-day direction, control and supervision of the Foundation. The Foundation must provide the University with prior approval to: (a) post any position for hiring and (b) hire any employee that the Foundation procedures and applicable law shall constitute grounds for a termination proceeding by the Institution/Agency or for non-renewal of any obligation of the Institution/Agencythe University intend to employ thebe a Loaned Employee; subject to applicable legal and procedural requirements of the State of Idaho and the Institution/Agency.

3. ~~The Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or designee.~~

e. ~~Other~~ before the University employs such individual. Notwithstanding the provisions in this Section 3.2, no University personnel other than a Loaned Employee shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions or the supervision of Loaned Employees. ~~Other loaned employees providing services pursuant to~~For purposes of this Operating Agreement ~~shall also serve pursuant to a~~, “Loaned Employee Agreement” means all positions for which shall set forth their particular responsibilities and duties.

d. ~~Other Institution/Agency Employees Holding Key Foundation or Administrative or Policy Positions:~~ In the event the ~~Institution/Agency and the Foundation determine it is appropriate for one or more additional Institution/Agency employees who function in a key administrative or policy making capacity for the Institution/Agency (including, but not limited to, any Institution/Agency Vice-President or equivalent position) to serve both the Institution/Agency and the Foundation, then, pursuant to State Board Policy V.E., this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any such Institution/Agency employee.~~

e. ~~Limited Authority of Institution/Agency Employees.~~ Notwithstanding the foregoing provisions, no ~~Institution/Agency~~the Foundation and the University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether each such Loaned Employee is loaned to the Foundation by the University for the entire

12 months of the fiscal year and the Foundation's budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year. No University employee who functions in a key administrative or policy making capacity for the Institution/Agency University (including, but not limited to, any Institution/Agency Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, shall be a Loaned Employee with responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions or the supervision of Foundation employees.

3.3 ~~2. Support~~ **University Services.** ~~The Institution/Agency shall provide administrative, financial, accounting, investment, and development~~ As set forth in greater detail in the Service Agreement by and between the Foundation and the University ("Service Agreement"), the University shall charge the Foundation ("University Service Charge") to provide administrative support in payroll processing (including payment), employee benefits (including administration and payment), travel support, event support, accounts payable (including employee expense reimbursement and use of the University's purchasing cards), human resource management relating to hiring, retention and training, information technology (including cloud and hosting services, backup solutions, data and network security, managed security services and monitoring, information technology support services, software as a service, incident management, hardware installation and maintenance and software development), mail services and communication, publication and marketing professional services to the Foundation, as set forth (collectively "University Services"). Except as specifically provided otherwise herein or in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement"). All Institution/Agency employees, all University personnel who provide support services to the Foundation shall remain Institution/Agency employees University personnel under the direction and control of the Institution/Agency University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the Institution/Agency the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3.4 University Service Charge.

3.4.1 University Service Charge Formula. The University Service Charge shall be calculated as follows:

$$\frac{\text{University Service Charge}}{= (80\% \times \text{Loaned Employee Payments}) + \text{Operating Expenses} + \text{OIT Costs} + \text{Operations Support Costs} + \text{Events Costs} + \text{Rent}}$$

3.4.2 Components of University Service Charge. Each of the components of the University Service Charge and the defined terms used in defining those components are defined as follows:

3.4.2.1 **“Loaned Employee Payments”** means an amount equal to the actual payments made by the University for the salaries and benefits of the Loaned Employees during the fiscal year.

3.4.2.2 **“Operating Expenses”** means the portion of funds expended within the chart of accounts maintained by the University as part of the University’s financial services to the Foundation for the fiscal year related to contracts, programmatic support, marketing, communications, events, travel and office operations other than expenses that are a part of other components of the University Service Charge set forth in this Section 3.4.2.

3.4.2.3 **“OIT Costs”** means the Office of Information Technology (“OIT”) budget comprised of (a) salary and fringe benefits for OIT personnel and (b) master enterprise licenses and contracts owned by the University and used, at least in part, by the Foundation for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

3.4.2.4 **“Operations Support Costs”** means the sum of Payroll Support Costs, Accounts Payable Costs and HR Costs, which are defined as follows:

(a) **“Payroll Support Costs”** means the product of (a) \$2.25 (**“Payroll Support Amount”**), (b) the number of Loaned Employees during the fiscal year and (c) the number of payroll periods in the fiscal year.

(b) **“Accounts Payable Costs”** means the sum of (a) the number of invoices processed by the University for the Foundation during the fiscal year multiplied by \$7.00 (**“Accounts Payable Amount”**) and (b) any payments made by the University to third parties to pay such invoices on the Foundation’s behalf.

(c) **“HR Costs”** means the University’s human resources department budget for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

3.4.2.5 **“Events Costs”** means the portion of the budget of the University’s Central Auxiliary Services comprised of the salaries and fringe benefits of University personnel dedicated to, and the expenses related to, the strategic events of the Foundation’s fundraising activities, which are Recognition Gala, Celebration of Scholarships, Shakespeare Festival and Red Carnation, for the fiscal year.

3.4.2.6 **“Rent”** means the square feet of the premises leased by the University to the Foundation multiplied by \$21.00 (**“Rental Rate”**) for the fiscal year.

3.4.3 Changes to Components of University Service Charge.

3.4.3.1 **Generally.** For the fiscal year commencing July 1, 2025 (**“FY25”**) or any fiscal year after FY25, each of the OIT Costs, Payroll Support Amount, Accounts Payable Amount and Rental Rate (each, a **“Component”**) may be adjusted as follows:

Operating Agreement

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(a) the Foundation CEO and University President may agree to increase or decrease a Component by an amount that is equal to or less than 5% of the amount of such Component for the prior fiscal year without the approval of the State Board or the Foundation Board; and (b) the State Board and the Foundation Board must approve any increase or decrease in a Component by an amount that is greater than 5% of the amount of such Component for the prior fiscal year.

3.4.3.2 **Discontinuation of Services.** If all services provided by the University to the Foundation in connection with any of the terms defined in Section 3.4.2 are discontinued in their entirety, then the defined term associated with such services discontinued shall be removed from the formula for calculating the University Service Charge set forth in Section 3.4.1.

3.5 **Foundation Services.** As set forth in greater detail in the Service Agreement, the Foundation shall charge the University ("**Foundation Service Charge**") to provide asset management, investment, fundraising, alumni relations and certain information technology services to the University (collectively, "**Foundation Services**").

3.6 **Foundation Service Charge.**

3.6.1 **Foundation Service Charge Formula.** The Foundation Service Charge shall be calculated as follows:

$$\frac{\text{Foundation Service Charge}}{\text{Cost to Raise a Dollar} \times \text{Fundraising Goal}} =$$

3.6.2 **Components of Foundation Service Charge.** For purposes of the formula set forth in Section 3.6, the cost associated with Foundation's fundraising efforts to raise one dollar ("**Cost to Raise a Dollar**") shall be \$0.20 ("**CRD Amount**"), which is based on current industry standards. The Foundation CEO and the University President shall collaboratively develop a list of vital goals ("**Vital Goals**") that shall include a goal for the amount of money the Foundation aims to raise through the Foundation's fundraising efforts for the upcoming fiscal year ("**Fundraising Goal**").

3.6.3 **Changes to Components of Foundation Service Charge.**

3.6.3.1 **CRD Amount.** For FY25 or any fiscal year after FY25, the CRD Amount may be adjusted as follows: (a) the Foundation CEO and University President may agree to increase or decrease the CRD Amount by an amount that is equal to or less than 5% of the prior fiscal year's CRD Amount without the approval of the State Board or the Foundation Board; and (b) the State Board and the Foundation Board must approve any increase or decrease in the CRD Amount by an amount that is greater than 5% of the prior fiscal year's CRD Amount.

3.6.3.2 **Appropriations Holdback.** In the event the State of Idaho legislature reduces the appropriation to the University for a particular fiscal year after the fiscal year commences, the Foundation Service Charge may be reduced by an amount that is proportionate to the amount of the reduction to the total appropriation to the University. The Foundation may modify the Foundation Services or reduce the number of Loaned Employees, in Operating Agreement

the Foundation's discretion, to accommodate the reduction in the Foundation Service Charge pursuant to the process set forth in the Service Agreement, which will include adequate notice to the Parties and documentation of the changes.

3.7 **Process For Reconciliation; Payment.** The process for reconciling the University Service Charge and the Foundation Service Charge will be set forth in the Service Agreement. Pursuant to the terms of the Service Agreement, the Foundation shall, after the reconciliation process is complete, make a payment to the University in an amount equal to the net of the University Service Charge and the Foundation Service Charge if the net amount is owed by the Foundation to the University. In no event will the University be required to make a payment to the Foundation. Pursuant to the terms of the Service Agreement, the Foundation shall make a payment to the University in an amount equal to 20% multiplied by the Loaned Employee Payments.

3.8 **3. — Institution/Agency University Facilities and Equipment.** The ~~Institution/Agency~~ University shall provide the use of ~~the Institution/Agency's~~ certain University office space ~~and equipment~~ to the Foundation upon ~~the terms agreed to by the Institution/Agency~~ of use set forth in the Lease Agreement by and between the Foundation ~~and the University ("Lease Agreement").~~ The ~~terms of use (including amount of rent) of the Institution/Agency's office space and equipment~~ Rental Rate for the Foundation's use of facilities under the Lease Agreement shall be ~~as~~ set forth in the Service Agreement.

~~4. — No Foundation Payments to Institution/Agency Employees. Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to an Institution/Agency employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.~~

ARTICLE IV

Management and Operation of Foundation

~~The management and control of the Foundation shall rest with its Board of Directors.~~

ARTICLE IV

MANAGEMENT AND OPERATION OF FOUNDATION

4.1 1. Gift Solicitation.

4.1.1 **Authority Form of Vice President for Institution/Agency Advancement.** ~~Solicitation.~~ All Foundation gift solicitations shall ~~be subject to the direction and control of the Vice President for Institution/Agency Advancement.~~

~~a. — Form of Solicitation. Any and all Foundation gift solicitations shall~~ make clear to prospective donors that: ~~(1a)~~ the Foundation is a ~~separate legal and tax-exempt~~ entity, ~~separate from the University,~~ organized for the purpose of encouraging voluntary, private gifts, ~~Operating Agreement~~

trusts, assets and bequests for the benefit of the ~~Institution/Agency~~University; and (2b) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's ~~Board-of-Directors~~.

4.1.2 ~~b.~~ **Foundation ~~is~~ Primary Donee.** Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the ~~Institution/Agency~~University.

4.2 ~~2.~~ **Acceptance of Gifts.**

4.2.1 ~~A.~~ **Approval Required Before Acceptance of Certain Gifts.** Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the ~~Institution/Agency~~University, the Foundation shall obtain the prior written approval of the ~~Institution/Agency~~University. Similarly, the Foundation shall also obtain the University's prior written approval of the ~~Institution/Agency-of-the~~ acceptance of any gift or grant that would impose a binding financial or contractual obligation on the ~~Institution/Agency~~University. Prior to any approval by the University, the University shall obtain approval of the State Board where State Board policy requires such approval.

4.2.2 ~~B.~~ **Acceptance of Gifts of Real ~~Property~~Estate.** The Foundation shall conduct ~~adequate~~ due diligence on all gifts of real ~~property~~estate that it receives. All gifts of real ~~property~~estate that are intended ~~to be held and used solely~~ by the ~~Institution/Agency~~donor to be developed for the University's use or to otherwise house facilities of any kind for the University's use shall be approved by the State Board in accordance with State Board policy before ~~acceptance~~such gifts are accepted by either the ~~Institution/Agency-and~~University or the Foundation. The University shall be responsible for obtaining this approval by the State Board. In cases where the real ~~property~~estate is intended to be used by the ~~Institution/Agency~~University in connection with carrying out its proper functions, the real ~~property~~estate may be conveyed directly to the ~~Institution/Agency~~University, in which case the ~~Institution/Agency~~University and not the Foundation shall be responsible for the due diligence obligations for such property.

4.2.3 ~~C.~~ **Processing of Accepted Gifts.** All gifts received by the ~~Institution/Agency~~University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's ~~designated gift administration office (a unit of the Foundation)~~ in accordance with the Service Agreement.

4.3 ~~3.~~ **Fund Transfers.** The Foundation agrees to transfer funds, both current gifts and income from endowments, to the ~~Institution/Agency~~University on a regular basis as agreed ~~to~~ by the Parties. The Foundation's Chief Financial Officer, Treasurer or other individual to whom such authority has been delegated by the Foundation's ~~Board-of-Directors~~ shall be responsible for transferring funds as authorized by the Foundation's ~~Board-of-Directors~~. All transfers and expenditures noted in this Section 4.3 must comply with Section 501(c)(3) of the Internal Revenue Code and be consistent with the Foundation's sole mission to support the University.

4.3.1 a-Restricted Gift Transfers. The Foundation may transfer restricted gifts to the University. Any such transferred restricted gifts will only be expended by the University pursuant to the terms of such restrictions. The Foundation shall inform the Institution/AgencyUniversity officials into whose program or department ~~funds~~restricted gifts are transferred of ~~any~~all restrictions on the use of such ~~funds~~gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such Institution/AgencyUniversity officials shall account for such restricted ~~funds~~gifts separate from other program and department funds in accordance with applicable Institution/AgencyUniversity policies and shall notify the Foundation on a timely basis regarding the uses of such restricted ~~funds~~gifts.

4.3.2 b.-Unrestricted Gift Transfers. The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I ~~of this Operating Agreement.~~ The Foundation may make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with applicable law and University policies. If the Foundation elects to use unrestricted gifts to make grants to the Institution/AgencyUniversity, such grants shall be made at such times and in such amounts as the Foundation's Board ~~of Directors~~ may determine in the Foundation Board's sole discretion.

4.4 **4-Foundation Expenditures and Financial Transactions.**

4.4.1 a-Signature Authority. ~~The~~With respect to transactions between the Parties, the Foundation hereby designates the Foundation CEO, Chief Financial Officer and Treasurer of the Foundation as the ~~individual~~individuals with signature authority for the Foundation in all financial transactions. The Foundation ~~may supplement or change this designation with written notice to the Institution/Agency; provided, however, in~~CEO, Chief Financial Officer and Treasurer of the Foundation may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another Loaned Employee or a Foundation Board member. In no event may University personnel have authority to sign for the person with Foundation ~~signature authority~~ for financial transactions ~~be an Institution/Agency employee~~unless such individual is a Loaned Employee.

4.4.2 b.-Expenditures. All expenditures of the Foundation shall be ~~(4a)~~ consistent with the ~~charitable~~ purposes of the Foundation; and ~~(2b)~~ not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

4.5 ~~5-~~Institution/AgencyUniversity **Report on Distributed Funds.** On a regular basis, ~~which~~ shall not be less than annually, the Institution/AgencyUniversity shall report to the Foundation on the use of restricted and unrestricted funds transferred to the Institution/AgencyUniversity. This report shall specify the restrictions on any restricted funds and the uses of such funds.

4.6 ~~6-~~Transfer of Institution/AgencyUniversity **Assets to the Foundation.** No Institution/AgencyUniversity funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

4.6.1 a.—A donor inadvertently directs a contribution to the Institution/Agency/University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds/gift shall be deposited in an institutional/University account and, except for transfers described in Sections 4.6.2 and 4.6.4, State Board approval will be required prior to the Institution/Agency/University's transfer of such funds to the Foundation.

4.6.2 b.—The Institution/Agency/University has gift funds that were originally transferred to the Institution/Agency/University from the Foundation and the Institution/Agency/University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

4.6.3 The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.

4.6.4 c. ~~Transfers of a *de minimis* amount not to exceed \$10,000 from the Institution~~The University transfers to the Foundation ~~provided such funds are for investment~~any gift received by the University from a donor that meets the following criteria: (a) the gift is less than \$10,000; and (b) the gift will be invested by the Foundation for scholarship or other general Institution/Agency/University support purposes. ~~This exception shall not apply to payments by the Institution to the Foundation for obligations of the Institution to the Foundation, operating expenses of the Foundation or other costs of the Foundation.~~

~~d. The transfer is of funds raised by the Institution for scholarship or program support and the funds are deposited with the affiliated foundation for investment and distribution in accordance with the purpose for which the funds were raised.~~

4.7 7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts and shall be kept in a secured database. The Foundation is responsible for monitoring and controlling access to the financial records and protecting the security of the financial records. Accordingly, in providing information technology and financial services pursuant to the Parties' Agreements (as defined in Section 9.15), including data security and incident management, to the Foundation, the University's personnel will comply with the Foundation's data security plan and the security principle of least privilege to ensure that the security architecture is designed such that each University personnel is granted the minimum system resources and authorizations needed to perform the information technology or financial services for the Foundation. For convenience ~~purposes, however,~~ some Foundation expenses may be paid ~~through the Institution/Agency such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis by the University on the Foundation's behalf as described in more detail in Sections 3.4.2.2 and 3.4.2.4(b) and the Service Agreement.~~

4.8 ~~8.~~ **Insurance.** The Foundation shall maintain insurance to cover ~~theits~~ operations ~~and, including~~ activities of its directors, officers and ~~employees~~ Loaned Employees. The Foundation shall also maintain general liability coverage.

4.9 ~~9.~~ **Investment Policies.** All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy, which is attached hereto as Exhibit "~~C~~" A and incorporated herein; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the Institution/AgencyUniversity any updates to suchits investment policy ~~which updates, and upon such notice, Exhibit A~~ shall ~~also be attached hereto as Exhibit "C"~~ replaced with the updated investment policy.

4.10 ~~10.~~ **Organization Structure of the Foundation.** The organizational structure of the Foundation is set forth in the ~~Foundation's Articles of Incorporation and the Bylaws~~ Governing Documents. The Foundation agrees to provide copies of ~~such Articles and Bylaws as well as~~ any subsequent amendments to ~~such documents~~ the Governing Documents to ~~both the Institution/Agency and the State Board. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit "D" and "E", respectively~~ University.

~~ARTICLE V~~

~~Foundation Relationships with the Institution/Agency~~

~~At all times and for all purposes of this Operating Agreement, the Institution and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the Institution and the Foundation acknowledge that the Association carries out functions for the benefit of the Institution. As such, the Parties shall share certain information as provided below.~~

~~1. Access to Records. Subject to recognized legal privileges, each Party shall have the right to access the other Party's financial, audit, donor and related books and records as needed to properly conduct its operations.~~

ARTICLE V

FOUNDATION RELATIONSHIP WITH THE UNIVERSITY

5.1 **Access to Records.** The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws and Foundation policies and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its employees and agents that all confidential information of the

Foundation shall be protected from disclosure. Except as specifically authorized under this Operating Agreement or any applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access to Foundation records shall not include the donor database and all other data, materials and information of the Foundation pertaining to past, current or prospective donors ("**Confidential Donor Information**"), which may be accessed only by Loaned Employees.

5.2 ~~2. Record~~**Records Management.**

~~A.~~

5.2.1 **Protection of Confidential Donor Information.** The Parties recognize that the records of the Foundation relating to actual or potential donors contain ~~confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the Institution/Agency shall be limited to the Institution/Agency's President and any designee of the Institution/Agency's President~~**Confidential Donor Information.** The Foundation owns and controls the Confidential Donor Information. The Confidential Donor Information is proprietary to the Foundation and constitutes confidential information and trade secrets. The Foundation is responsible for monitoring and controlling access to the Confidential Donor Information and protecting the security of the Confidential Donor Information. Accordingly, in providing information technology services, including data security and incident management, to the Foundation, OIT will comply with (a) the Foundation's data security plan, (b) all Foundation policies and procedures regarding the access, use, disclosure, retention, deletion and processing of the Confidential Donor Information and (c) the security principle of least privilege to ensure that the security architecture is designed such that each OIT personnel is granted the minimum system resources and authorizations needed to perform the information technology support services for the Foundation.

5.2.2 ~~B. Maintenance of Records.~~ The Foundation shall be responsible for maintaining all permanent records of the Foundation, including ~~but not limited to the Foundation's Articles, Bylaws and other governing documents~~**Governing Documents**, all necessary documents for compliance with ~~IRS~~**Internal Revenue Service** regulations, all gift instruments, **Confidential Donor Information** and all other Foundation records as required by applicable laws.

5.3 ~~C. Inapplicability of State Laws.~~ The Foundation Board shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The Parties understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code, including the Idaho Open Meetings Law and Public Records Act. Nothing in this Operating Agreement shall be construed as a waiver of the Foundation's right to assert these statutes do not apply to the Foundation as a separate charitable entity. Although the Foundation is a private entity and is not subject to the Idaho Public Records ~~Law~~**Act**, the Foundation, while protecting personal and private information related to private ~~individuals, is encouraged~~**donors,**

will endeavor, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

~~3. — Name and Marks. — Consistent with its mission to help to advance the plans and objectives of the Institution, the Institution grants the Association the limited, non-exclusive use of the name Institution, for use in its support of the Institution. The Association shall operate under the Institution's logotype in support of its organizational business and activities. Any use by the Association of the Institution's logotypes or other trademarks must be with prior approval of the Institution through the Office of Trademark Licensing and Enforcement.~~

5.4 **Name and Marks.** Each Party hereby is granted a general, non-exclusive, royalty-free license to use the name of the other Party, specifically: "The University of Idaho" and "The University of Idaho Foundation" and "The University of Idaho Foundation, Inc." in all activities conducted in association with or for the benefit of the other Party. Use of the other Party's name must be in a manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified names. Use of other marks must receive prior written approval.

5.5 **4. Identification of Source.** The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5.6 **5. Establishing the Foundation's Annual Budget.** ~~The~~ After the Parties have completed the process described in the Service Agreement related to forecasting the Foundation Service Charge and the University Service Charge for the next fiscal year and prior to the start of such next fiscal year, the Foundation shall provide the ~~Institution/Agency~~ University President with the Foundation's proposed annual operating budget and capital expenditure plan (if any) ~~prior to the date, as approved by the Foundation's Board of Directors meeting at which the Foundation's Board will vote to accept such operating budget.~~ Any of the ~~Institution/Agency~~ University's funding requests to the Foundation shall be communicated in writing by the University President to the Foundation's ~~Treasurer and Assistant Treasurer~~ CEO by April 1 of each year.

~~6. — Attendance of Institution/Agency's President at Foundation's Board of Director Meetings. The Institution/Agency's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.~~

5.7 **7. Supplemental** ~~No~~ **Compensation of Institution/Agency Employees.** ~~Any supplemental compensation of Institution/Agency employees~~ University Personnel ~~by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the Institution/Agency, and the Institution/Agency shall then pay compensation to the employee in accordance with the Institution/Agency's normal~~

practice. No ~~Institution/Agency employee~~ University personnel shall receive ~~any~~ direct payments, compensation or other benefits ~~directly~~ from the Foundation.

ARTICLE VI

Audits and Reporting Requirements

ARTICLE VI

AUDITS AND REPORTING REQUIREMENTS

6.1 **1. Fiscal Year.** The Foundation and the ~~Institution/Agency~~ University shall have the same fiscal year.

6.2 **2. Annual Audit.** ~~On an annual basis, the~~ The Foundation shall have an annual financial audit conducted in accordance with Generally Accepted Auditing Standards. Accordingly, the University will provide financial data to the Foundation to support the Foundation's annual audit. The audit shall be conducted by ~~a qualified,~~ an independent certified public accountant who is not a director or officer of the Foundation. ~~The annual~~ Such audit ~~will~~ shall be ~~provided on a timely basis to the Institution/Agency's President and the State Board, in accordance with the State Board's schedule for receipt of said annual audit. The Foundation's annual statements will be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the Institution/Agency as defined by the Government Accounting Standards Board (GASB). Accordingly, the Institution/Agency is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will include in its audited financial statement, schedules reconciling the FASB Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including~~ conducted at the same or similar time as the University audit and shall be reported to the Foundation Board and the University President. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial ~~statements, and schedules shall be submitted to the Institution/Agency Office of Finance and Administration in sufficient time to incorporate the same into the Institution/Agency's statements.~~ All such reports and any accompanying documentation shall protect ~~donor privacy~~ Confidential Donor Information to the extent allowable by law.

6.3 **3. Separate Audit Rights.** The ~~Institution/Agency~~ University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the ~~Institution/Agency~~ University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the ~~Institution/Agency and the State Board~~ University, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V.

6.4 ~~4. Annual Reports to Institution/Agency~~University President. ~~On a regular basis, which shall not be less than annually~~Upon request, the Foundation shall provide a written report to the ~~Institution/Agency~~University President setting forth the following items:

6.4.1 ~~a.~~ the annual financial audit report;

6.4.2 an annual report of the investment performance of the Consolidated Investment Trust and summary of funds held;

6.4.3 ~~b.~~—an annual report of Foundation transfers made to the ~~Institution/Agency~~University, summarized by ~~Institution/Agency~~University department;

6.4.4 ~~e.~~ an annual report of unrestricted funds received by the Foundation;

6.4.5 ~~d.~~ an annual report of unrestricted funds available for use during the current fiscal year;

6.4.6 ~~e.~~ a list of all of the Foundation's officers, directors; and ~~employees;~~

~~f. —a list of Institution/Agency employees for whom the Foundation made payments to the Institution/Agency for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment~~Loaned Employees;

6.4.7 ~~g.~~ a list of all state and federal contracts and grants managed by the Foundation;

6.4.8 ~~h.~~ an annual report of the Foundation's major activities;

6.4.9 ~~i.~~ an annual report of each real estate purchase or material capital lease, investment; or financing arrangement entered into during the preceding ~~Foundation~~ fiscal year for the benefit of the ~~Institution/Agency~~University; and

6.4.10 ~~j.~~ an annual report of ~~(1)~~ any actual litigation involving the Foundation during its fiscal year; ~~(2)~~ identification of legal counsel used by the Foundation for any purpose during such year; and ~~(3)~~ identification of any potential or threatened litigation involving the Foundation limited to the extent necessary to protect attorney-client privilege and litigation strategy.

ARTICLE VII

Conflict of Interest and Code of Ethics and Conduct

~~1. —Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's~~
6.5 Reports to University Leadership. The Foundation will provide regular reports to certain University leadership (including the University President and the Provost, Vice Presidents, Deans and central leadership of the University) on fundraising progress. Foundation

leadership, including the Foundation CEO and the Foundation's lead fundraisers, will provide quarterly reports to University leadership to assess progress towards meeting the Vital Goals, including the Fundraising Goal, review of open proposals and progress towards engagement, marketing and communication priorities and other appropriate fiscal reports. Information disclosed by the Foundation in the quarterly reports will not include Confidential Donor Information, which will remain in the possession of the Foundation. At the end of the fiscal year, the Chair of the Foundation Board and the Foundation CEO will meet with the University President to assess the Foundation's successes and areas for improvement.

ARTICLE VII

CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

7.1 Conflict of Interest Policy. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's conflict of interest policy is attached hereto as Exhibit "F", and its Code of Ethical Conduct is set forth as Exhibit "G" B and incorporated herein. The Foundation shall provide to the University any updates to the Foundation's conflict of interest policy, and upon such notice, Exhibit B shall be replaced with the updated conflict of interest policy.

7.2 2.-Dual Representation. Under no circumstances may ~~an Institution/Agency~~ University personnel represent both the ~~Institution/Agency~~ University and the Foundation in any negotiation, or sign for both ~~entities~~ Parties in ~~transactions, or direct any other institution employee under their immediate supervision to sign for the related Party in a transaction between the Institution/Agency and any~~ transaction. For any transaction between the University and the Foundation, a Loaned Employee may not direct University personnel not loaned to the Foundation to sign for the University, and University personnel not loaned to the Foundation may not direct a Loaned Employee to sign for the Foundation. This shall not, however, prohibit ~~Institution/Agency employees~~ University personnel from drafting transactional documents that are subsequently provided to the Foundation for ~~its~~ the Foundation's independent review, approval and use.

7.3 3.-Contractual Obligation of ~~Institution/Agency~~ University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the ~~Institution/Agency~~ University without first obtaining the prior written approval of the ~~Institution/Agency.~~ Institution/Agency University. University approval of any such contract shall comply with policies of the State Board with respect to the State Board's approval of ~~Institution/Agency~~ University contracts.

7.4 4.-Acquisition or Development ~~or of~~ Real Estate. The Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the ~~Institution/Agency~~ University's use ~~without~~ unless the University first ~~obtaining~~ obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation ~~for the Institution/Agency~~, the ~~Institution/Agency~~ University shall notify the State Board, at the earliest possible date. ~~Any, of such proposed purchase for such purposes.~~ Furthermore, any such proposed purchase of real estate for the ~~Institution/Agency~~ University's

use shall be a coordinated effort of the ~~Institution/Agency~~ University and the Foundation. Any notification by the University to the State Board required pursuant to this ~~paragraph~~ Section 7.4 may be made through the State Board's chief executive officer in executive session pursuant to ~~the open meeting law, set forth in Idaho Code, Title 74, Chapter 2~~ law.

ARTICLE VIII

General Terms

~~1. — Effective Date. This~~

ARTICLE VIII

TERM, TERMINATION AND DISPUTE RESOLUTION

8.1 Term. The initial term of this Operating Agreement shall ~~be effective on the date set forth above~~ commence on the Effective Date and end on June 30, 2027, and thereafter, must be re-submitted to the State Board for re-approval every three years, or as otherwise requested by the State Board.

8.2 ~~2. Right to Terminate.~~ This Operating Agreement shall terminate upon the earlier of: (a) mutual written agreement of ~~both the~~ Parties. ~~In addition, either Party may, upon 90 days; (b) one year prior written notice to the other, terminate this Operating Agreement, and by either Party may to the other Party to terminate this Operating Agreement in the event the other for any reason or no reason; or (c) a breach by a Party defaults in the performance of its obligations and fails to cure the default of any material provision of this Operating Agreement and such breach is not cured within 30 days after receiving written notice from the non-defaulting breaching Party specifying the nature of the default. Should the Institution/Agency choose to terminate this Operating Agreement by providing 90 days written notice (or in if the event breach is of a default by the Foundation nature that is not it cannot be completely cured within the time frame set forth above, the Foundation may require the Institution/Agency to pay, within 180 days of written notice, all debt incurred by the Foundation on the Institution/Agency's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Institution/Agency that is not cured within the time frame set forth above, the Institution/Agency may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner 30-day period, if the non-breaching Party does not commence such curing within the 30-day period or thereafter fails to proceed with reasonable diligence and in good faith to cure the breach).~~ The Parties agree that in the event this Operating Agreement ~~shall terminate~~ terminates under this Section 8.2, they shall cooperate with one another in good faith to negotiate a new agreement within six ~~(6)~~ months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described ~~below (through reference to the Foundation Chair and the State Board) in Section 8.3~~ to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution.

~~Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.~~

8.3 3-Dispute Resolution. The Parties agree that in the event of any dispute arising from ~~this Operating Agreement, they~~ the Parties' Agreements, the Parties shall first attempt to resolve the dispute by working together with the appropriate ~~staff members~~ personnel of each of the Parties. If the ~~staff~~ personnel cannot resolve the dispute within 30 days after the dispute arises, then the ~~dispute will be referred to the Chair of the Board of the~~ Foundation ~~CEO and the Institution/Agency~~ University President have 30 days to resolve the dispute. If the Foundation ~~Board Chair~~ CEO and ~~Institution/Agency~~ the University President cannot resolve the dispute within 30 days, then the ~~dispute will be referred to~~ Chair of the Foundation ~~Chair~~ Board and the State Board ~~for resolution. If they are unable~~ have 30 days to resolve the dispute. If the dispute is not resolved by the Chair of the Foundation Board and State Board within 30 days, the Parties shall submit the dispute to mediation by an impartial third ~~Party~~ party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from ~~this Operating Agreement~~ the Parties' Agreements. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses, if awarded by a court of competent jurisdiction.

8.4 Effect of Termination. ~~Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.~~ For the avoidance of doubt, for so long as the University uses, retains, has access to or otherwise processes the Foundation's information, including Confidential Donor Information, the University shall continue to undertake those obligations set forth in the data security plan as well as any policies and procedures related to the processing of the Foundation's information. Should the University choose to terminate this Operating Agreement by providing one year prior written notice or in the event of a default by the Foundation that is not cured within the time frame set forth in Section 8.2, ~~the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf.~~ Should the Foundation choose to terminate this Operating Agreement by providing one year prior written notice or in the event of a default by the University that is not cured within the time frame set forth in Section 8.2, ~~the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner.~~

ARTICLE IX

GENERAL TERMS

9.1 4-Dissolution of Foundation. ~~Consistent with provisions appearing in the~~ The Foundation's ~~Bylaws and Articles of Incorporation, should include a clause stating that upon dissolution of~~ the Foundation ~~cease to exist or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation, it shall transfer to the State Board (or Institution, as applicable) the balance of all property and assets of the Foundation from any source, after the payment of all debts and obligations of the Foundation, and such property shall be vested into~~ the State Board in trust for the use and benefit of the Institution/Agency University.

9.2 ~~5.~~ **State Board Approval of Operating Agreement.** Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval ~~no less frequently than once every three (3) years or more frequently if otherwise~~ as required by the then applicable State Board's Policies and Procedures (currently, Section V.E.) and as requested by the State Board.

~~6. — Modification. Any~~ If this Operating Agreement or any subsequent modification to the Operating Agreement or Exhibits hereto shall be in writing and signed by both Parties or ~~restatement of this Operating Agreement is not submitted to the State Board pursuant to the State Board's Policies and Procedures, this Operating Agreement will continue to govern the relationship between the University and the Foundation until this Operating Agreement is replaced or terminated in accordance with the terms of this Operating Agreement.~~

9.3 ~~7.~~ **Providing Document Documents to and Obtaining Approval from the Institution/Agency University.** Unless otherwise ~~indicated~~ stated herein, ~~any time whenever~~ documents are to be provided to the ~~Institution/Agency University~~ or ~~any time whenever~~ the ~~Institution/Agency University's~~ approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the ~~Institution/Agency's University~~ President or an individual to whom such authority has been properly delegated by the ~~Institution/Agency's University~~ President.

9.4 ~~8.~~ **Providing Documents to and Obtaining Approval from the Foundation.** Unless otherwise ~~indicated~~ stated herein, ~~any time whenever~~ documents are to be provided to the Foundation or ~~any time whenever~~ the Foundation's approval of any action is required, such ~~document documents~~ shall be provided to, or such approval shall be obtained from, the Foundation's ~~Board of Directors~~ CEO or an individual to whom such authority has been properly delegated by the Foundation's ~~Board of Directors~~ CEO.

9.5 **Articles, Sections, Subsections and Subparagraphs.** This Operating Agreement consists of text divided into Articles that are identified by roman numerals (for example, I, II and III), Sections that are identified by a number corresponding to the number of the Article of which the particular Section is a part followed by the number of the Section (for example, 1.1), subsections that are identified by numbers based on the order in which the subsections appear (for example, 1.1.1, 1.1.2 and 1.1.3) and subparagraphs that are identified by numbers based on the order in which the subparagraphs appear (for example, 1.1.1.1, 1.1.1.2 and 1.1.1.3). The organization is hierarchical, meaning that a reference to a division of this Operating Agreement includes all of its Sections, subsections and subparagraphs (for example, a reference to a Section includes the Section and all of its subsections and subparagraphs).

9.6 **Interpretation.** In this Operating Agreement: (a) the words "including", "include" and similar words are to be construed as being followed by the phrase "without limitation"; (b) the word "may" is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute,

regulation or any other document are to be construed as followed by the phrase “as amended from time to time.”

9.7 ~~9.~~ **Notices.** Any notices required under this Operating Agreement must be in writing and may be ~~mailed or delivered as follows:~~ (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by nationally recognized delivery service, such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices must be addressed to the following addresses or any other address that a Party provides by notice:

To the ~~Institution/Agency~~ University:

University of Idaho
Office of the President

~~—Institution/Agency~~

~~—Street Address~~

~~—City, State and Zip~~

875 Perimeter Drive MS 3151
Moscow, Idaho 83844-3151

cc: counsel@uidaho.edu

To the Foundation:

~~—Managing Director~~

University of Idaho Foundation, Inc.

~~—Street Address~~

~~—City, State and Zip~~

Chief Executive Officer
875 Perimeter Drive MS 3143
Moscow, Idaho 83844-3143

9.8 ~~10.~~ **Separate Entity; No Joint Venture.** Notwithstanding anything to the contrary in this Operating Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Memorandum of Understanding Operating Agreement, the Institution/Agency University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

~~11.~~ **Liability.** ~~The Institution/Agency and Foundation are~~ As independent entities, the University and ~~neither the Foundation~~ shall not be liable for any of the other Party's contracts,

torts, or other acts or omissions, or those of the other Party's trustees, directors, officers, ~~members or employees~~ or agents.

~~12. Indemnification. To the extent allowed by law, the Institution/Agency and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the Institution/Agency's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §§ 6-901 et seq.~~

9.9 **Parties' Liability**. The Parties agree that each is responsible for any wrongful acts committed by them or their employees or agents arising out of their respective performance of this Operating Agreement and that each Party may be found individually liable to persons injured by any such individual wrongful act, including liability of one Party to the other for injuries or liability arising out of such wrongful act. The University's liability for wrongful acts is governed by the Idaho Tort Claims Act ("Act"), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act. The University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act. In no event shall the Foundation's aggregate liability to the University arising out of or related to this Operating Agreement exceed \$500,000 for any one occurrence or accident.

9.10 ~~13.~~ **Assignment**. This Operating Agreement is not assignable by either Party, in whole or in part.

9.11 **Modification**. Any modification to this Operating Agreement other than the Exhibits shall be in writing and signed by both Parties. Modifications to the Exhibits shall be pursuant to Sections 4.9 and 7.1.

9.12 ~~14.~~ **Governing Law**. This Operating Agreement shall be governed by the laws of the State of Idaho.

9.13 **Waiver**. Waiver by either Party of any breach of any term, covenant or condition contained in this Operating Agreement shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Operating Agreement.

9.14 ~~15.~~ **Severability**. If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.15 ~~16.~~ **Entire Agreement**. This Operating Agreement ~~constitutes~~ and the agreements contemplated to be entered into by the Parties under this Operating Agreement, which are (a) the Operating Agreement

Service Agreement, (b) Lease Agreement and (c) Loaned Employee Agreements (collectively with this Operating Agreement, “Parties’ Agreements”), constitute the entire agreement among the Parties pertaining to the ~~subject matter hereof,~~ Parties’ Agreements. In the event of any inconsistency between the provisions of the Parties’ Agreements, the provisions of this Operating Agreement shall control. This Operating Agreement amends, restates and replaces the Prior Operating Agreement and supersedes ~~all any~~ prior ~~agreements and understandings pertaining thereto~~ written or oral statements related to the terms of this Operating Agreement or the terms of the Prior Operating Agreement.

9.16 **Execution.** This Operating Agreement may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the ~~Institution/Agency~~ University and the Foundation have executed this Operating Agreement on the ~~above specified~~ date set forth below the Party's signature to be effective on the Effective Date.

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO**

By: _____

Name: C. Scott Green

Its: President

Date: _____

**UNIVERSITY OF IDAHO FOUNDATION,
INC.**

~~Institution/Agency~~

By: _____

Name: Linda Copple Trout

Its: ~~President~~ Chair of the Board of Directors

~~Institution/Agency Foundation, Inc.~~

By: _____

Its: Chairman

|
|
Date:

EXHIBIT ~~"A"~~

INVESTMENT POLICY

~~Loaned Employee Agreement~~

EXHIBIT ~~"B"~~

CONFLICT OF INTEREST POLICY

~~Service Agreement~~

EXHIBIT "C"

Investment Policy

EXHIBIT "D"

~~Articles of Incorporation~~

~~EXHIBIT "E"~~

Bylaws

~~EXHIBIT "F"~~

~~Conflict of Interest Policy~~

~~EXHIBIT "G"~~

~~Code of Ethical Conduct~~

Document comparison by Workshare Compare on Monday, December 4, 2023
2:04:16 PM

Input:	
Document 1 ID	file:///C:/Users/cd_warr/OneDrive - Holland & Hart LLP/Desktop/Foundation-Agreement-Template-0619 (1).docx
Description	Foundation-Agreement-Template-0619 (1)
Document 2 ID	file:///C:/Users/cd_warr/OneDrive - Holland & Hart LLP/Desktop/University of Idaho Foundation, Inc. - Operating Agreement with The University of Idaho (For SBOE Approval)(30322534.19).docx
Description	University of Idaho Foundation, Inc. - Operating Agreement with The University of Idaho (For SBOE Approval)(30322534.19)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	604
Deletions	524
Moved from	11
Moved to	11

Style changes	0
Format changes	0
Total changes	1150

2024 OPERATING AGREEMENT
THE UNIVERSITY OF IDAHO AND
THE UNIVERSITY OF IDAHO FOUNDATION, INC.

This ~~agreement~~2024 Operating Agreement (“**Operating Agreement**”) is entered into effective the ~~21st~~1st day of ~~October 2016~~July, 2024 (“**Effective Date**”) by and between the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“**University**”), and the University of Idaho Foundation, Inc., an Idaho non-profit corporation (“**Foundation**”), and it is an amendment and restatement of the Operating Agreement entered into on ~~August 31, 2009~~October 21, 2016, as amended by the Amendment Agreement, dated October 1, 2023 (“**Prior Operating Agreement**”), which it fully replaces. The University and the Foundation are sometimes ~~collectively~~ referred to herein separately as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Foundation is a nonprofit corporation incorporated on September 23, 1970, pursuant to the Idaho Nonprofit Corporation Act;

WHEREAS, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the Foundation’s mission includes the solicitation, management and distribution of private support to enhance the growth and development of the University;

WHEREAS, the Foundation and the University desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds;

WHEREAS, the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively ~~the~~ “**State Board**”) have promulgated Governing Policies and Procedures regarding Financial Affairs and Gifts and Affiliated Foundations, effective as of ~~July 2008, and modified in October 2014~~June 2019, as amended from time to time (“**State Board’s Policies and Procedures**”), ~~which are attached hereto as Exhibit “A”;~~

WHEREAS, Section V.E.2.eb. of the State Board’s Policies and Procedures requires the University to enter into a written operating agreement with the Foundation that sets forth their operating relationship; and

WHEREAS, the Foundation and the University intend for this ~~agreement~~Operating Agreement to be the written operating agreement required by Section V.E.2.eb. of the State Board’s Policies and Procedures.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, the University and the Foundation hereby agree as follows:

~~ARTICLE I~~~~FOUNDATION'S PURPOSES~~ARTICLE IFOUNDATION'S PURPOSES

The Foundation is the primary affiliated foundation responsible for assisting the University in inspiring, soliciting, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and By-Laws, laws and the State Board's Policies and Procedures, the Foundation shall: (~~1a~~) ~~assist in the solicitation of~~ solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (~~2b~~) manage and invest the money and property it receives for the benefit of the University; and (~~3c~~) support and assist the University in ~~fundraising and~~ donor relations. In carrying out its purposes, the Foundation shall not engage in activities that conflict with (~~1i~~) federal or state laws, rules and regulations (including, ~~but not limited to~~ all applicable provisions of the Internal Revenue Code and corresponding ~~Federal~~ federal Treasury Regulations); (~~2ii~~) applicable policies of the State Board; or (~~3iii~~) the role and mission of the University.

~~ARTICLE II~~~~FOUNDATION'S ORGANIZATIONAL DOCUMENTS~~ARTICLE IIFOUNDATION'S GOVERNING DOCUMENTS

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws ("Governing Documents") to the University. All amendments of ~~such documents~~ the Governing Documents shall also be provided to the University. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any amendments to the ~~Foundation's Articles of Incorporation and Bylaws~~ Governing Documents.

~~ARTICLE III~~~~UNIVERSITY RESOURCES AND SERVICES~~~~A. University Employees.~~ARTICLE IIIUNIVERSITY RESOURCES AND SERVICES3.1 Liaisons.

3.1.1 1-University Liaison. The University's ~~Vice~~ President ~~for~~ ("University Advancement President") shall serve as the University's liaison to the Foundation (the "University Liaison"). The duties and responsibilities of the ~~Liaison are as follows~~ University Liaison, which may be delegated by the University Liaison to a designee, include the following:

3.1.1.1 a. The University Liaison shall be responsible for communicating with the Foundation regarding the ~~University~~ Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

3.1.1.2 b. The ~~Liaison or the~~ University Liaison's ~~designee~~ shall attend each meeting of the Foundation's Board of Directors ~~and shall report on behalf of the University~~ ("Foundation Board") as a non-voting advisor. The University Liaison will provide regular reports to the Foundation Board about the University's financial position and activities, including its use of gifts. The University Liaison may also report other information to the Foundation's Board ~~of Directors~~ that is pertinent to the common goals of the University and the Foundation.

3.1.1.3 The University Liaison will work with the Foundation to set the Foundation's goals relating to fundraising and engagement in support of the University's priorities.

3.1.2 Foundation Liaison. The Chief Executive Officer of the Foundation ("Foundation CEO") will serve as the Foundation's liaison to the University ("Foundation Liaison"). The duties and responsibilities of the Foundation Liaison, which may be delegated by the Foundation Liaison to a designee, include the following:

3.1.2.1 The Foundation Liaison shall be responsible for communicating with the University regarding the ~~University~~ Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

3.1.2.2 The Foundation Liaison may attend University leadership meetings as a non-policy making advisor. The Foundation Liaison will provide regular reports to the University about the Foundation's financial position and activities. The Foundation Liaison may also report other information to the ~~Foundation's Board of Directors~~ University that is pertinent to the common goals of the University and the Foundation.

~~2. — Executive Director: The Executive Director of the Foundation~~

3.1.2.3 The Foundation Liaison will work with University leadership to set the Foundation's goals relating to fundraising and engagement in support of the University's priorities.

3.2 Loaned Employees.

3.2.1 Foundation CEO. The Foundation CEO is an employee of the University who is loaned to the Foundation. ~~All of the Executive Director~~ The Foundation CEO's services shall be provided directly to the Foundation as follows and as set forth in the applicable Loaned Employee Agreement (as defined below in Section 3.2.2):

3.2.1.1 a. Duties. The ~~Executive Director shall be~~ Foundation CEO is responsible for the strategy and planning for and the supervision and control of the day-to-day operations of the Foundation. ~~More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in subparagraph c below. The Executive Director shall be subject to the control and direction of the Foundation.~~

~~b. — The Executive Director shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Executive Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.~~

~~c. — The Foundation and the University shall enter into a written agreement, substantially in the form of Exhibit "B" hereto, establishing that the Executive Director is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Executive Director.~~

3.2.1.2 Reporting Structure. The Foundation CEO reports to and takes direction from the Foundation Board. All other Loaned Employees (as defined below in Section 3.2.2) report to the Foundation CEO or another Loaned Employee designated by the Foundation CEO.

3.2.1.3 d. Vacancy. In the event the ~~Executive Director~~ Foundation CEO resigns, or is terminated ~~according to by the terms of University,~~ the Foundation terminates the Foundation CEO's Loaned Employee Employment Agreement, or the Foundation CEO otherwise leaves the employ of the University ceases to provide services to the Foundation, hiring of the subsequent ~~Executive Director~~ Foundation CEO shall be done in accordance with Foundation ~~procedures, and~~ University procedures (including University equal employment procedures), policies and applicable law ~~(including laws applicable to the University).~~ The Foundation shall have the ability to terminate the.

3.2.2 Generally. The University and the Foundation have entered and will enter into additional agreements (each such agreement, a “Loaned Employee Agreement-upon notice to”) for the University as further set forth in the Loaned Employee Agreement loaning of Loaned Employees (as defined below) to the Foundation by the University. The Loaned Employee Agreements shall set forth the relative rights and responsibilities of the Foundation and the University. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control and supervision of the Foundation. The Foundation must provide the University with prior approval to: (a) post any position for hiring and (b) hire any employee that the Foundation and the University intend to be a loaned employee Loaned Employee before the University employs such individual.

~~e. Termination of the Executive Director in accordance with the Loaned Employee Agreement shall constitute grounds for a termination proceeding by the University or for non-renewal of the Executive Director’s contract with the University, if any.~~

~~3. Other University Employees.~~

~~a. The University and the Foundation have entered into additional agreements for the loaning of additional employees to the Foundation by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit “B.” The additional loaned employees report to either the Foundation Board or the Executive Director of the Foundation, in either case as determined by the Foundation Board and as specified in the additional loaned employee agreements. Such loaned employees have no function at the University other than to act in their capacity as employees loaned to the Foundation.~~
b. Notwithstanding the ~~foregoing~~ provisions in this Section 3.2, no University ~~employee~~ personnel other than ~~an employee loaned to the Foundation~~ a Loaned Employee shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Loaned Employees. For purposes of this Operating Agreement, “Loaned Employee” means all positions for which the Foundation and the University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether each such Loaned Employee is loaned to the Foundation by the University for the entire 12 months of the fiscal year and the Foundation’s budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year. No University employee who functions in a key administrative or policy making capacity for the University (including any Vice-President or equivalent position) shall be a Loaned Employee with responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions or the supervision of Foundation employees.

3.3 ~~B. Support Staff~~ University Services. ~~The~~ As set forth in greater detail in the Service Agreement by and between the Foundation and the University (“Service Agreement”), the University shall charge the Foundation (“University Service Charge”) to provide administrative support in financial, accounting, investment and development payroll processing (including payment), employee benefits (including administration and payment), travel support, event support, accounts payable (including employee expense reimbursement and use of the University’s purchasing cards), human resource management relating to hiring, retention and training, information technology (including cloud and hosting services, backup solutions, data

and network security, managed security services and monitoring, information technology support services, software as a service, incident management, hardware installation and maintenance and software development), mail services and communication, publication and marketing professional services to the Foundation, ~~as set forth in the Service Agreement attached hereto as Exhibit "C" ("Service Agreement" collectively "University Services")~~. Except as specifically provided otherwise herein ~~or in the Service Agreement~~, all University ~~employees~~ personnel who provide support services to the Foundation shall remain University ~~employees~~ personnel under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a Loaned Employee Agreement. ~~The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement or as otherwise determined by the agreement of the Parties.~~

3.4 University Service Charge.

3.4.1 University Service Charge Formula. The University Service Charge shall be calculated as follows:

$$\frac{\text{University Service Charge}}{(80\% \times \text{Loaned Employee Payments}) + \text{Operating Expenses} + \text{OIT Costs} + \text{Operations Support Costs} + \text{Events Costs} + \text{Rent}}$$

3.4.2 Components of University Service Charge. Each of the components of the University Service Charge and the defined terms used in defining those components are defined as follows:

3.4.2.1 "Loaned Employee Payments" means an amount equal to the actual payments made by the University for the salaries and benefits of the Loaned Employees during the fiscal year.

3.4.2.2 "Operating Expenses" means the portion of funds expended within the chart of accounts maintained by the University as part of the University's financial services to the Foundation for the fiscal year related to contracts, programmatic support, marketing, communications, events, travel and office operations other than expenses that are a part of other components of the University Service Charge set forth in this Section 3.4.2.

3.4.2.3 "OIT Costs" means the Office of Information Technology ("OIT") budget comprised of (a) salary and fringe benefits for OIT personnel and (b) master enterprise licenses and contracts owned by the University and used, at least in part, by the Foundation for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

3.4.2.4 "Operations Support Costs" means the sum of Payroll Support Costs, Accounts Payable Costs and HR Costs, which are defined as follows:

(a) “Payroll Support Costs” means the product of (a) \$2.25 (“Payroll Support Amount”), (b) the number of Loaned Employees during the fiscal year and (c) the number of payroll periods in the fiscal year.

(b) “Accounts Payable Costs” means the sum of (a) the number of invoices processed by the University for the Foundation during the fiscal year multiplied by \$7.00 (“Accounts Payable Amount”) and (b) any payments made by the University to third parties to pay such invoices on the Foundation’s behalf.

(c) “HR Costs” means the University’s human resources department budget for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

3.4.2.5 “Events Costs” means the portion of the budget of the University’s Central Auxiliary Services comprised of the salaries and fringe benefits of University personnel dedicated to, and the expenses related to, the strategic events of the Foundation’s fundraising activities, which are Recognition Gala, Celebration of Scholarships, Shakespeare Festival and Red Carnation, for the fiscal year.

3.4.2.6 “Rent” means the square feet of the premises leased by the University to the Foundation multiplied by \$21.00 (“Rental Rate”) for the fiscal year.

3.4.3 Changes to Components of University Service Charge.

3.4.3.1 Generally. For the fiscal year commencing July 1, 2025 (“FY25”) or any fiscal year after FY25, each of the OIT Costs, Payroll Support Amount, Accounts Payable Amount and Rental Rate (each, a “Component”) may be adjusted as follows: (a) the Foundation CEO and University President may agree to increase or decrease a Component by an amount that is equal to or less than 5% of the amount of such Component for the prior fiscal year without the approval of the State Board or the Foundation Board; and (b) the State Board and the Foundation Board must approve any increase or decrease in a Component by an amount that is greater than 5% of the amount of such Component for the prior fiscal year.

3.4.3.2 Discontinuation of Services. If all services provided by the University to the Foundation in connection with any of the terms defined in Section 3.4.2 are discontinued in their entirety, then the defined term associated with such services discontinued shall be removed from the formula for calculating the University Service Charge set forth in Section 3.4.1.

3.5 Foundation Services. As set forth in greater detail in the Service Agreement, the Foundation shall charge the University (“Foundation Service Charge”) to provide asset management, investment, fundraising, alumni relations and certain information technology services to the University (collectively, “Foundation Services”).

3.6 Foundation Service Charge.

3.6.1 **Foundation Service Charge Formula.** The Foundation Service Charge shall be calculated as follows:

$$\frac{\text{Foundation Service Charge}}{\text{Cost to Raise a Dollar} \times \text{Fundraising Goal}}$$

3.6.2 **Components of Foundation Service Charge.** For purposes of the formula set forth in Section 3.6, the cost associated with Foundation's fundraising efforts to raise one dollar ("**Cost to Raise a Dollar**") shall be \$0.20 ("**CRD Amount**"), which is based on current industry standards. The Foundation CEO and the University President shall collaboratively develop a list of vital goals ("**Vital Goals**") that shall include a goal for the amount of money the Foundation aims to raise through the Foundation's fundraising efforts for the upcoming fiscal year ("**Fundraising Goal**").

3.6.3 **Changes to Components of Foundation Service Charge.**

3.6.3.1 **CRD Amount.** For FY25 or any fiscal year after FY25, the CRD Amount may be adjusted as follows: (a) the Foundation CEO and University President may agree to increase or decrease the CRD Amount by an amount that is equal to or less than 5% of the prior fiscal year's CRD Amount without the approval of the State Board or the Foundation Board; and (b) the State Board and the Foundation Board must approve any increase or decrease in the CRD Amount by an amount that is greater than 5% of the prior fiscal year's CRD Amount.

3.6.3.2 **Appropriations Holdback.** In the event the State of Idaho legislature reduces the appropriation to the University for a particular fiscal year after the fiscal year commences, the Foundation Service Charge may be reduced by an amount that is proportionate to the amount of the reduction to the total appropriation to the University. The Foundation may modify the Foundation Services or reduce the number of Loaned Employees, in the Foundation's discretion, to accommodate the reduction in the Foundation Service Charge pursuant to the process set forth in the Service Agreement, which will include adequate notice to the Parties and documentation of the changes.

3.7 **Process For Reconciliation; Payment.** The process for reconciling the University Service Charge and the Foundation Service Charge will be set forth in the Service Agreement. Pursuant to the terms of the Service Agreement, the Foundation shall, after the reconciliation process is complete, make a payment to the University in an amount equal to the net of the University Service Charge and the Foundation Service Charge if the net amount is owed by the Foundation to the University. In no event will the University be required to make a payment to the Foundation. Pursuant to the terms of the Service Agreement, the Foundation shall make a payment to the University in an amount equal to 20% multiplied by the Loaned Employee Payments.

3.8 **University Facilities and Equipment.** The University ~~shall~~ provide the use of ~~the certain~~ University's office space, ~~and associated services~~ to the Foundation's employees upon ~~the terms agreed to of use set forth in the Lease Agreement by the University and between the Foundation. The terms of use (including amount of rent) of~~ and the University's

~~office space, and associated services~~ ("Lease Agreement"). The Rental Rate for the Foundation's use of facilities under the Lease Agreement shall be ~~as~~ set forth in the Service Agreement.

~~D. — No Foundation Payments to University Employees. Notwithstanding any contrary provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article.~~

ARTICLE IV ~~ARTICLE IV~~

MANAGEMENT AND OPERATION OF FOUNDATION

4.1 ~~A.~~ Gift Solicitation.

4.1.1 ~~1.~~ **Form of Solicitation.** ~~Any and all~~ All Foundation gift solicitations shall make clear to prospective donors that: ~~(1a)~~ the Foundation is a ~~separate legal and tax-exempt~~ entity, separate from the University, organized for the purpose of encouraging voluntary, private gifts, trusts, assets and bequests for the benefit of the University; and ~~(2b)~~ responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board ~~of Directors~~.

4.1.2 ~~2.~~ **Foundation is Primary Donee.** Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

4.2 ~~B.~~ Acceptance of Gifts.

4.2.1 ~~1.~~ **Approval Required Before Acceptance of Certain Gifts.** Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the University's prior written approval of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University. Prior to any approval by the University, the University shall obtain approval of the State Board where State Board policy requires such approval.

4.2.2 ~~2.~~ **Acceptance of Gifts of Real Property Estate.** The Foundation shall conduct due diligence on all gifts of real ~~property~~ estate that it receives. All gifts of real ~~property~~ estate that are intended solely by the donor to be developed for the University's use or to otherwise house facilities of any kind for the University's use shall be approved by the State Board in accordance with State Board policy before such gifts are accepted by either the University or the Foundation. The University shall be responsible for obtaining this approval by the State Board. In cases where the real ~~property~~ estate is intended to be used by the University in connection with carrying out its proper functions, the real ~~property~~ estate may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

4.2.3 ~~3.~~ **Processing of Accepted Gifts.** All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation.

4.3 ~~C.~~ **Fund Transfers.** The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed ~~to~~ by the Parties. The Foundation's Chief Financial Officer, Treasurer or other individual to whom such authority has been delegated by the Foundation's ~~Board-of-Directors~~ shall be responsible for transferring funds as authorized by the Foundation's ~~Board-of-Directors~~. All transfers and expenditures noted in this Section 4.3 must comply with Section 501(c)(3) of the Internal Revenue Code and be consistent with the Foundation's sole mission to support the University.

4.3.1 ~~1.~~ **Restricted Gift Transfers.** The Foundation may transfer restricted gifts to the University. Any such transferred restricted gifts will only be expended by the University pursuant to the terms of such restrictions. The Foundation shall inform the University officials into whose program or department restricted gifts are transferred of all restrictions on the use of such gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted gifts separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted gifts.

4.3.2 ~~2.~~ **Unrestricted Gift Transfers.** The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I ~~of this Operating Agreement~~. The Foundation may make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with ~~state~~applicable law and University policies. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation's ~~Board-of-Directors~~ may determine in ~~such~~the Foundation Board's sole discretion.

4.4 ~~D.~~ **Foundation Expenditures and Financial Transactions.**

4.4.1 ~~1.~~ **Signature Authority.** ~~The~~With respect to transactions between the Parties, the Foundation hereby designates the Foundation ~~Chairman~~CEO, Chief Financial Officer and Treasurer of the Foundation as the individuals with signature authority for the Foundation in all financial transactions. The Foundation's ~~CEO, Chief Financial Officer and~~ Treasurer of the Foundation may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another ~~Foundation employee, an employee loaned to the Foundation,~~Loaned Employee or a Foundation Board member ~~who is not a University employee.~~ In no event may University personnel have authority to sign for the ~~person with~~ Foundation signature authority for financial transactions ~~be a University employee,~~ unless such individual is ~~an employee who is loaned to the Foundation~~a Loaned Employee.

4.4.2 ~~2.~~ **Expenditures.** All expenditures of the Foundation shall be (4a) consistent with the purposes of the Foundation; and (2b) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

4.5 E. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

4.6 F. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

4.6.1 1. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such gift shall be deposited in a University account and, except for transfers described in ~~subsections 2~~ Sections 4.6.2 and 4 of this Section 4.6.4, State Board approval will be required prior to the University's transfer of such funds to the Foundation.

4.6.2 2. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

4.6.3 3. The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.

4.6.4 4. The University transfers to the Foundation any gift received by the University from a donor that meets the following criteria: (ia) the gift is less than \$10,000; and (ib) the gift will be invested by the Foundation for scholarship or other general University support purposes. ~~This subsection, however, shall not apply to payments by the University to the Foundation for University obligations to the Foundation, operating expenses of the Foundation or other costs of the Foundation.~~

4.7 G. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts and shall be kept in a secured database ~~that is protected by separate password-only access.~~ The Foundation is responsible for monitoring and controlling access to the financial records and protecting the security of the financial records. Accordingly, in providing information technology and financial services pursuant to the Parties' Agreements (as defined in Section 9.15), including data security and incident management, to the Foundation, the University's personnel will comply with the Foundation's data security plan and the security principle of least privilege to ensure that the security architecture is designed such that each University personnel is granted the minimum system resources and authorizations needed to perform the information technology or financial services for the Foundation. For convenience, however, some Foundation expenses may be paid ~~through~~ by the University ~~such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis~~ on the

Foundation's behalf as described in more detail in Sections 3.4.2.2 and 3.4.2.4(b) and the Service Agreement.

4.8 H-Insurance. ~~To the extent that the Foundation is not covered by the State of Idaho Retained Risk Program, the~~The Foundation shall maintain insurance to cover ~~the~~its operations ~~and, including~~ activities of its directors, officers and ~~employees~~Loaned Employees. The Foundation shall also maintain general liability coverage.

4.9 I-Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy, which is attached hereto as Exhibit ~~"D"~~A and incorporated herein; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to ~~such~~its investment policy ~~which updates, and upon such notice, Exhibit A shall also be attached hereto as Exhibit "D"~~replaced with the updated investment policy.

4.10 J-Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the ~~Foundation's Articles of Incorporation, which are attached hereto as Exhibit "E" and the Foundation's By-Laws, which are attached at Exhibit "F"~~Governing Documents.² The Foundation agrees to provide copies of any subsequent amendments to ~~such documents~~the Governing Documents to the University.

~~K. Conflicts of Interest. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is attached hereto as Exhibit "G."~~

ARTICLE V

FOUNDATION ~~RELATIONSHIPS~~RELATIONSHIP WITH THE UNIVERSITY

5.1 A-Access to Records. The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws, and Foundation policies, ~~and~~ guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its ~~agents and employees~~ and agents that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this Operating Agreement or any applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access to Foundation records shall not include ~~donor specific data of the Foundation such that would provide individually identifiable information about donors or their donations made to the Foundation~~the donor database and all other data, materials and information of the Foundation pertaining to past, current or prospective donors ("Confidential Donor Information"), which may be accessed only by Loaned Employees.

~~B. —~~

5.2 **Records Management.**

~~1. — The University acknowledges that in most cases the University is the primary recipient and depository of confidential donor information. The Parties recognize, however, that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President. The donor database and all other data, materials and information of the Foundation and the University pertaining to past, current or prospective donors, are proprietary to the Foundation and the University respectively and constitute confidential information and trade secrets. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of computer servers and software relevant to the database, in each case to the extent that these systems are in their respective control.~~2. —

5.2.1 **Protection of Confidential Donor Information.** The Parties recognize that the records of the Foundation relating to actual or potential donors contain Confidential Donor Information. The Foundation owns and controls the Confidential Donor Information. The Confidential Donor Information is proprietary to the Foundation and constitutes confidential information and trade secrets. The Foundation is responsible for monitoring and controlling access to the Confidential Donor Information and protecting the security of the Confidential Donor Information. Accordingly, in providing information technology services, including data security and incident management, to the Foundation, OIT will comply with (a) the Foundation's data security plan, (b) all Foundation policies and procedures regarding the access, use, disclosure, retention, deletion and processing of the Confidential Donor Information and (c) the security principle of least privilege to ensure that the security architecture is designed such that each OIT personnel is granted the minimum system resources and authorizations needed to perform the information technology support services for the Foundation.

5.2.2 **Maintenance of Records.** The Foundation shall be responsible for maintaining all permanent records of the Foundation, including ~~but not limited to the Foundation's Articles, By Laws and other governing documents~~ Governing Documents, all necessary documents for compliance with ~~IRS~~ Internal Revenue Service regulations, all gift instruments, Confidential Donor Information and all other Foundation records as required by applicable laws.

5.3 ~~3.~~ **Inapplicability of State Laws.** The Foundation's ~~Board of Directors~~ shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The ~~parties~~ Parties understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code ~~and, including the Idaho Open Meeting Meetings Law and Access to Public Records Statutes Act~~. Nothing in this Operating Agreement shall be construed as a waiver of the Foundation's right to assert ~~exemption from~~ do not apply to the Foundation as a separate charitable entity. Although the Foundation is a private entity and is not subject to the Idaho Public Records Act, the Foundation, while protecting personal and private

information related to private donors, will endeavor, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

5.4 ~~C. Name and Marks.~~ Each Party hereby is granted a general, non-exclusive, royalty-free license to use the ~~corporate~~-name of the other Party, specifically: “The University of Idaho” and “The University of Idaho Foundation” and “The University of Idaho Foundation, Inc.” in all activities conducted in association with or for the benefit of the other Party. Use of the other Party’s name must be in a manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party’s name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified ~~corporate name~~names. Use of other marks must receive prior written approval.

5.5 ~~D. Identification of Source.~~ The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5.6 ~~E. Establishing the Foundation’s Annual Budget.~~ The After the Parties have completed the process described in the Service Agreement related to forecasting the Foundation Service Charge and the University Service Charge for the next fiscal year and prior to the start of such next fiscal year, the Foundation shall provide the University President with the Foundation’s proposed annual operating budget and capital expenditure plan (if any) ~~prior to the date, as approved by~~ the Foundation’s Board ~~of Directors meeting at which the Foundation’s Board of Directors will vote to accept such operating budget.~~ Any of the University’s funding requests to the Foundation shall be communicated in writing by the ~~President of the~~ University President to the Foundation’s ~~Treasurer~~ CEO by April 1 of each year.

~~F. Attendance of the University’s President at Foundation’s Board of Director Meetings. The Foundation may invite the University’s President to attend meetings of the Foundation’s Board of Directors and may act in an advisory capacity in such meetings.~~

5.7 ~~G. Supplemental~~No Compensation of University ~~Employees~~Personnel by Foundation. No University ~~employee~~personnel shall receive direct payments, compensation, or other benefits ~~from the Foundation, provided that the Foundation may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education. Any such payment must be paid by the Foundation to the University and the University shall then pay or reimburse the employee in accordance with the University’s normal practice. No University employee shall receive any payments or other benefits directly~~ from the Foundation.

ARTICLE VI

AUDITS AND REPORTING REQUIREMENTS

6.1 ~~A.~~ **Fiscal Year.** The Foundation and the University shall have the same fiscal year.

6.2 ~~B.~~ **Annual Audit.** The Foundation shall have an annual financial audit conducted in accordance with ~~Government Accounting~~ Generally Accepted Auditing Standards ~~Board or Financial Accounting Standards Board principles as appropriate.~~ Accordingly, the University will provide financial data to the Foundation to support the Foundation's annual audit. The audit shall be conducted by an independent certified public accountant who is not a director or officer of the Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Foundation's Board ~~of Directors~~ and the University President. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial statements. All such reports and any accompanying documentation shall protect ~~donor privacy~~ Confidential Donor Information to the extent allowable by law.

6.3 ~~C.~~ **Separate Audit Rights.** The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V, ~~A~~ above.

6.4 ~~D.~~ **Annual Reports to University President.** Upon request, the Foundation shall provide a written report to the University President setting forth the following items:

6.4.1 ~~1.~~ the annual financial audit report;

6.4.2 an annual report of the investment performance of the Consolidated Investment Trust and summary of funds held;

6.4.3 ~~2.~~ an annual report of Foundation transfers made to the University, summarized by University department;

6.4.4 ~~3.~~ an annual report of unrestricted funds received by the Foundation;

6.4.5 ~~4.~~ an annual report of unrestricted funds available for use during the current fiscal year;

6.4.6 ~~5.~~ a list of all of the Foundation's officers, directors, ~~and employees;~~

~~6. —a list of University employees for whom the Foundation made payments to the University for approved purpose during the fiscal year, and the amount and nature of each payment~~ and Loaned Employees;

6.4.7 ~~7.~~ a list of all state and federal contracts and grants managed by the Foundation;

6.4.8 ~~8.~~ an annual report of the Foundation's major activities;

6.4.9 ~~9.~~ an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding ~~Foundation~~ fiscal year for the benefit of the University; and

6.4.10 ~~10.~~ an annual report of any actual litigation involving the Foundation during its fiscal year, identification of legal counsel used by the Foundation for any purpose during such year, and identification of any potential or threatened litigation involving the Foundation limited to the extent necessary to protect attorney-client privilege and litigation strategy.

6.5 **Reports to University Leadership.** The Foundation will provide regular reports to certain University leadership (including the University President and the Provost, Vice Presidents, Deans and central leadership of the University) on fundraising progress. Foundation leadership, including the Foundation CEO and the Foundation's lead fundraisers, will provide quarterly reports to University leadership to assess progress towards meeting the Vital Goals, including the Fundraising Goal, review of open proposals and progress towards engagement, marketing and communication priorities and other appropriate fiscal reports. Information disclosed by the Foundation in the quarterly reports will not include Confidential Donor Information, which will remain in the possession of the Foundation. At the end of the fiscal year, the Chair of the Foundation Board and the Foundation CEO will meet with the University President to assess the Foundation's successes and areas for improvement.

ARTICLE VII~~ARTICLE VII~~

CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

7.1 ~~A. **Conflicts**~~ **Conflict of Interest Policy** ~~Statement.~~ The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's ~~Conflict~~ conflict of ~~Interest Policy as of the date of this Operating Agreement~~ interest policy is attached hereto as Exhibit "G," ~~B and may be amended and/or restated by the Foundation from time to time~~ incorporated herein. The Foundation shall provide to the University any updates to the Foundation's conflict of interest policy, and upon such notice, Exhibit B shall be replaced with the updated conflict of interest policy.

7.2 ~~B.~~ **Dual Representation.** Under no circumstances may ~~a~~ University employee ~~personnel~~ represent both the University and the Foundation in any negotiation, ~~or sign for both Parties in transactions, or direct any other University employee under their immediate supervision to sign for the related Party in any transaction.~~ For any transaction between the University and the Foundation, a Loaned Employee may not direct University personnel not loaned to the Foundation to sign for the University, and University personnel not loaned to the Foundation may not direct a Loaned Employee to sign for the Foundation. This shall not, however, prohibit University ~~employees~~ personnel from drafting transactional documents that are

subsequently provided to the Foundation for the Foundation's independent review, approval and use.

7.3 ~~C.~~ **Contractual Obligation of University.** The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to the State Board's approval of University contracts.

7.4 ~~D.~~ **Acquisition or Development ~~of~~ Real Estate.** The Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless the University first obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification by the University to the State Board required pursuant to this Section 7.4 may be made through the State Board's chief executive officer in executive session pursuant to Idaho ~~Code Section 67-2345(l)(e)~~ law.

~~ARTICLE VIII~~

~~GENERAL TERMS~~

~~A. — Effective Date~~

ARTICLE VIII

TERM, TERMINATION AND DISPUTE RESOLUTION

8.1 **Term.** ~~This~~ The initial term of this Operating Agreement shall ~~be effective on the date set forth above~~ commence on the Effective Date and end on June 30, 2027, and thereafter, must be re-submitted to the State Board for re-approval every three years, or as otherwise requested by the State Board.

8.2 ~~B. Right to Terminate.~~ This Operating Agreement shall terminate upon the earlier of: (a) mutual written agreement of ~~both the~~ Parties. ~~In addition, either Party may, upon 90 days;~~ (b) one year prior written notice ~~to the other, terminate this Operating Agreement, and by~~ either Party ~~may to the other Party to~~ terminate this Operating Agreement ~~in the event the other for any reason or no reason; or (c) a breach by a Party defaults in the performance of its obligations and fails to cure the default of any material provision of this Operating Agreement and such breach is not cured~~ within 30 days after ~~receiving written~~ notice from the non-~~defaulting~~ breaching Party specifying the nature of the default. ~~Should the University choose to terminate this Operating Agreement by providing 90 days written notice (or in if the event breach is~~ of a ~~default by the Foundation~~ nature that ~~is not~~ it cannot be completely cured within the ~~time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific~~

~~initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner~~30-day period, if the non-breaching Party does not commence such curing within the 30-day period or thereafter fails to proceed with reasonable diligence and in good faith to cure the breach). The Parties agree that in the event this Operating Agreement ~~shall terminate~~terminates under this Section 8.2, they shall cooperate with one another in good faith to negotiate a new agreement within six ~~-(6)~~ months. In the event negotiations fail, the Parties will initiate the ~~Dispute Resolution~~dispute resolution mechanism described ~~below (through reference to the Foundation's Chairman and the State Board)~~in Section 8.3 to further attempt to negotiate a new agreement. ~~Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.~~

8.3 ~~C.~~ Dispute Resolution. The Parties agree that in the event of any dispute arising from ~~this Operating Agreement, they~~the Parties' Agreements, the Parties shall first attempt to resolve the dispute by working together with the appropriate ~~staff members~~personnel of each of the Parties. If the ~~staff~~personnel cannot resolve the dispute within 30 days after the dispute arises, then the ~~dispute will be referred to the~~Foundation's Chairman CEO and the University's President have 30 days to resolve the dispute. If the ~~Foundation's Chairman CEO and the~~University's President cannot resolve the dispute within 30 days, then the ~~dispute will be referred to~~Chair of the Foundation's Chairman Board and the State Board for resolution have 30 days to resolve the dispute. If the dispute is not resolved by the ~~mentioned Parties, the University and~~Chair of the Foundation Board and State Board within 30 days, the Parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from ~~this Operating Agreement~~the Parties' Agreements. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses, if awarded by a court of competent jurisdiction.

8.4 Effect of Termination. ~~Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.~~ For the avoidance of doubt, for so long as the University uses, retains, has access to or otherwise processes the Foundation's information, including Confidential Donor Information, the University shall continue to undertake those obligations set forth in the data security plan as well as any policies and procedures related to the processing of the Foundation's information. Should the University choose to terminate this Operating Agreement by providing one year prior written notice or in the event of a default by the Foundation that is not cured within the time frame set forth in Section 8.2, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf. Should the Foundation choose to terminate this Operating Agreement by providing one year prior written notice or in the event of a default by the University that is not cured within the time frame set forth in Section 8.2, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner.

ARTICLE IX

GENERAL TERMS

9.1 D.—Dissolution of Foundation. ~~Upon~~ The Foundation's Articles of Incorporation include a clause stating that upon dissolution of the Foundation, it shall transfer the balance of all property and assets of the Foundation ~~in a manner consistent with its Articles of Incorporation, which state that in the event of dissolution of the Foundation, "no member, director, officer, or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the [Foundation] from any source, after the payment of all debts and obligations of the [Foundation], shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University. Any such assets not disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose."~~ to the State Board or the University.

9.2 E.—State Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval as required by the then applicable State Board ~~policy (s~~ Policies and Procedures (currently, Section V.E.) and as requested by the State Board.

~~F.—Modification. Any~~ If this Operating Agreement or any subsequent modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties or restatement of this Operating Agreement is not submitted to the State Board pursuant to the State Board's Policies and Procedures, this Operating Agreement will continue to govern the relationship between the University and the Foundation until this Operating Agreement is replaced or terminated in accordance with the terms of this Operating Agreement.

9.3 G.—Providing ~~Document~~ Documents to and Obtaining Approval from the University. Unless otherwise ~~indicated~~ stated herein, whenever documents are to be provided to the University or whenever the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's ~~President~~ President or an individual to whom such authority has been properly delegated by the University's ~~President~~ President.

9.4 H.—Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise ~~indicated~~ stated herein, whenever documents are to be provided to the Foundation or whenever the Foundation's approval of any action is required, such ~~document~~ documents shall be provided to, or such approval shall be obtained from, the Foundation's ~~Board of Directors~~ CEO or an individual to whom such authority has been properly delegated by the Foundation's ~~Board of Directors~~ CEO.

9.5 Articles, Sections, Subsections and Subparagraphs. This Operating Agreement consists of text divided into Articles that are identified by roman numerals (for example, I, II and III), Sections that are identified by a number corresponding to the number of the Article of which

the particular Section is a part followed by the number of the Section (for example, 1.1), subsections that are identified by numbers based on the order in which the subsections appear (for example, 1.1.1, 1.1.2 and 1.1.3) and subparagraphs that are identified by numbers based on the order in which the subparagraphs appear (for example, 1.1.1.1, 1.1.1.2 and 1.1.1.3). The organization is hierarchical, meaning that a reference to a division of this Operating Agreement includes all of its Sections, subsections and subparagraphs (for example, a reference to a Section includes the Section and all of its subsections and subparagraphs).

9.6 Interpretation. In this Operating Agreement: (a) the words “including”, “include” and similar words are to be construed as being followed by the phrase “without limitation”; (b) the word “may” is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute, regulation or any other document are to be construed as followed by the phrase “as amended from time to time.”

9.7 Notices. Any notices required under this Operating Agreement must be in writing and may be ~~mailed or~~ delivered ~~as follows, or:~~ (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by nationally recognized delivery service, such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices must be addressed to the following addresses or any other address ~~identified by the relevant party~~ that a Party provides by notice:

To the University:

~~President of the~~

University of Idaho ~~University~~
Office of ~~Idaho~~ the President
875 Perimeter Drive MS 3151
Moscow, Idaho 83844-3151

cc: counsel@uidaho.edu

To the Foundation:

~~Executive Director~~

University of Idaho Foundation, Inc.
Chief Executive Officer
875 Perimeter Drive MS 3143
Moscow, Idaho 83844-3143

~~J. — No Joint Venture~~

9.8 **Separate Entity; No Joint Venture.** Notwithstanding anything to the contrary in this Operating Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

~~K. — Liability. The~~ As independent entities, the University and the Foundation ~~are independent entities and neither~~ shall not be liable for any of the other Party's contracts, torts, or other acts or omissions, or those of the other Party's trustees, directors, officers, ~~members or~~ employees or agents.

~~L. — Indemnification. The University and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code Sections 6-901 et seq.~~

9.9 **Parties' Liability.** The Parties agree that each is responsible for any wrongful acts committed by them or their employees or agents arising out of their respective performance of this Operating Agreement and that each Party may be found individually liable to persons injured by any such individual wrongful act, including liability of one Party to the other for injuries or liability arising out of such wrongful act. The University's liability for wrongful acts is governed by the Idaho Tort Claims Act ("Act"), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act. The University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act. In no event shall the Foundation's aggregate liability to the University arising out of or related to this Operating Agreement exceed \$500,000 for any one occurrence or accident.

9.10 ~~M.~~ **Assignment.** This Operating Agreement is not assignable by either Party, in whole or in part.

9.11 **Modification.** Any modification to this Operating Agreement other than the Exhibits shall be in writing and signed by both Parties. Modifications to the Exhibits shall be pursuant to Sections 4.9 and 7.1.

9.12 ~~N.~~ **Governing Law.** This Operating Agreement shall be governed by the laws of the State of Idaho.

~~Q. — Articles, Sections, Subsections and Subparagraphs. This Operating Agreement consists of text divided into Articles that are identified by roman numeral (for example Article I); Sections that are identified by an uppercase letter followed by a period (for example A.); subsections that are identified by a number followed by a period (for example 1.) and subparagraphs that are identified by a lower case letter followed by a period (for example a.). The organization is hierarchical meaning that a reference to a division of the document includes all of its subsections (for example a reference to a Section includes the Section and all of its subsections and subparagraphs).~~

9.13 **Waiver.** Waiver by either Party of any breach of any term, covenant or condition contained in this Operating Agreement shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Operating Agreement.

9.14 **P-Severability.** If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.15 **Q-Entire Agreement.** This Operating Agreement ~~constitutes and the agreements contemplated to be entered into by the Parties under this Operating Agreement, which are (a) the Service Agreement, (b) Lease Agreement and (c) Loaned Employee Agreements (collectively with this Operating Agreement, “Parties’ Agreements”), constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. Specifically,~~ Parties’ Agreements. In the event of any inconsistency between the provisions of the Parties’ Agreements, the provisions of this Operating Agreement shall control. This Operating Agreement amends, restates, and replaces the Prior Operating Agreement ~~entered into on August 31, 2009 by the Parties. Furthermore, and supersedes any prior written or oral statements related to the terms of~~ this Operating Agreement ~~terminates or the First Addendum to terms of the Prior Operating Agreement, entered into on August 31, 2009, by the Parties, inasmuch as the transition period described therein has passed and the actions described therein have taken place~~

9.16 **Execution.** This Operating Agreement may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the University and the Foundation have executed this Operating Agreement on the ~~above specified~~ date set forth below the Party's signature to be effective on the Effective Date.

~~University of Idaho~~

THE BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO

By: _____

Name: C. Scott Green

Its: President

~~University of Idaho Foundation, Inc.~~

Date: _____

UNIVERSITY OF IDAHO FOUNDATION,
INC.

By: _____

Name: Linda Copple Trout

Its: ~~Chairman~~ Chair of the Board of Directors

~~30322534_v1~~

Date: _____

EXHIBIT A
INVESTMENT POLICY

EXHIBIT B

CONFLICT OF INTEREST POLICY

Document comparison by Workshare Compare on Monday, December 4, 2023
1:39:50 PM

Input:	
Document 1 ID	iManage://imanager.hollandhart.com/worksite/30322534/1
Description	#30322534v1<imanager.hollandhart.com> - The University of Idaho Foundation, Inc. - Operating Agreement with The University of Idaho (HH Draft 8.15.23)
Document 2 ID	iManage://imanager.hollandhart.com/worksite/30322534/19
Description	#30322534v19<imanager.hollandhart.com> - University of Idaho Foundation, Inc. - Operating Agreement with The University of Idaho (For SBOE Approval)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	464
Deletions	396
Moved from	17
Moved to	17
Style changes	0
Format changes	0

Total changes	894
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<u>SBOE Policy Reference</u>	<u>SBOE Policy Summary</u>	<u>Operating Agreement Reference</u>
§2(a)(v)	No University funds, assets, or liabilities may be transferred directly or indirectly to Foundation without the prior approval of the Board.	Article IV, Section 4.6
§2(a)(vi)	Transactions between University and Foundation shall meet the normal tests for ordinary business transactions. Under no circumstances shall a University employee represent both the University and Foundation.	Article VII, Section 7.2
§2(a)(vii)	Prior to the start of each fiscal year, Foundation must provide University President with Foundation's proposed annual budget, as approved by Foundation's board.	Article V, Section 5.5
§2(a)(viii)	Foundation shall conduct its fiscal operations to conform to University's fiscal year. Foundation shall prepare its annual financial statements in accordance with appropriate accounting principles.	Article VI, Section 6.1; Article VI, Section 6.2
§2(a)(ix)	University officers shall be invited to attend meetings of Foundation's board in an advisory role.	Article III, Section 3.1
§2(a)(x)	Foundation is encouraged, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance, etc.	Article V, Section 5.2.3
§2(a)(xi)	Foundations governing documents and any amendments are to be provided to University. Such documents to include required dissolution language.	Article II; Article IX, Section 9.1
§2(a)(xii)	Foundation may not engage in activities that conflict with federal or state laws and shall comply with IRS provisions.	Article I
§2(a)(xiii)	Fundraising campaigns and solicitations shall be developed cooperatively between University and Foundation. Before accepting restricted contributions that may require administration or direct expenditure by University, Foundation will obtain prior approval.	Article III, Section 3.1.1.1; Article IV, Section 4.2.1
§2(a)(xiv)	Foundation shall obtain prior approval in writing from University President (or designee) if gifts, grants, or contracts include a financial or contractual obligation binding upon University.	Article IV, Section 4.2.1
§2(a)(xv)	Foundation to make clear to prospective donors that: (1) it is a separate legal and tax entity and (2) responsibility for governance of Foundation resides in Foundation's board.	Article IV, Section 4.1.1
§2(a)(xvi)	University shall ensure that Foundation controlled resources are not used to acquire or develop real estate for University's use without Board approval.	Article VII, Section 7.4
§2(b)	Board approval of Foundation Operating Agreement is required. Operating Agreement must be signed by chairman of Foundation board and University President.	Article IX, Section 9.2; Signature block

§2(b)	Operating Agreement shall establish the operating relationship between the University and Foundation and shall, at a minimum, address the following topics:	
§2(b)(i)	Institution Resources and Services	
§2(b)(i)(1)	Whether, and how, University intends to provide contract administrative and/or support staff services to Foundation. No employee of University who functions in a key administrative or policy making capacity shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, etc.	Article III
§2(b)(i)(2)	Whether, and how, University intends to provide other resources and services to Foundation, which are permitted to include: (a) access to University's financial systems; (b) accounting services; (c) investment, management, insurance and benefits administration; and (d) development services, encompassing research, information systems, donor records, communications, and special events.	Article III
§2(b)(i)(3)	Whether Foundation will be permitted to use any of University's facilities and/or equipment, and if so, the details of such arrangements.	Article III, Section 3.8
§2(b)(i)(4)	Whether University intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to Foundation.	Article III, Section 3.7
§2(b)(i)(4)	No payments shall be made directly from Foundation to University employees.	Article V, Section .6
§2(b)(ii)	Management and Operation of Foundations	
§2(b)(ii)(1)	Guidelines for receiving, depositing, disbursing and accounting for all funds, assets or liabilities of Foundation. University officials into whose department or program Foundation funds are transferred shall be information by Foundation of restrictions on such funds.	Article IV
§2(b)(ii)(2)	Procedures with respect to Foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be a University employee.	Article IV, Section 4.4.1
§2(b)(ii)(3)	Liability insurance coverage Foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.	Article IV, Section 4.8
§2(b)(ii)(4)	Description of investment policies to be utilized by Foundation.	Article IV, Section 4.9
§2(b)(ii)(5)	Procedures that will be utilized to ensure that University and Foundation funds are kept separate.	Article IV, Section 4.7
§2(b)(ii)(6)	Detailed description of the organization structure of Foundation, which addresses conflict of interest in management of funds and Foundation data.	Article IV, Section 4.10; Article VII, Section 7.1
§2(b)(iii)	Foundation Relationships with University	

§2(b)(iii)(1)	University's ability to access Foundation books and records.	Article VI, Section 6.3
§2(b)(iii)(2)	The process by which the University President, or designee, shall interact with Foundation's Board regarding proposed annual operating budget and capital expenditure plan prior to approval by Foundation's board.	Article III, Section 3.1.1
§2(b)(iii)(3)	Whether, and how, supplemental compensation from Foundation may be made to University employees.	Article V, Section 5.6
§2(b)(iv)	Audits and Reporting Requirements	
§2(b)(iv)(1)	The procedure Foundation will utilize for ensuring that regular audits are conducted and reported to the Board.	Article VI, Section 6.2
§2(b)(iv)(2)	The procedure Foundation will use for reporting to University President the following items:	
§2(b)(iv)(2)(a)	(a) Regular financial audit report.	Article VI, Section 6.4.1
§2(b)(iv)(2)(b)	(b) Annual report of transfers made to the institution.	Article VI, Section 6.4.3
§2(b)(iv)(2)(c)	(c) Annual report of unrestricted funds received, and of unrestricted funds available for use in a fiscal year.	Article IV, Section 4.5; Article VI, Section 6.4.4; Article VI, Section 6.4.5
§2(b)(iv)(2)(d)	(d) A list of foundation officers, directors, and employees.	Article VI, Section 6.4.6
§2(b)(iv)(2)(e)	(e) A list of University employees for whom Foundation made payments for supplemental compensation.	Not applicable because compensation by Foundation is not permitted per Section 5.6.
§2(b)(iv)(2)(f)	(f) A list of all state and federal contracts and grants managed by Foundation.	Article VI, Section 6.4.7
§2(b)(iv)(2)(g)	(g) Annual report of Foundation's major activities.	Article VI, Section 6.4.8
§2(b)(iv)(2)(h)	(h) Annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding fiscal year for the benefit of University.	Article VI, Section 6.4.9
§2(b)(iv)(2)(i)	(i) Annual report of any actual litigation involving Foundation during its fiscal year, as well as legal counsel used by Foundation.	Article VI, Section 6.4.10
§2(b)(v)	A description of Foundation's conflict of interest policy approved by Foundation's board and applicable to all	Article VII, Section 7.1

	Foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct.	
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**RETIREMENT COMMITTEE
DECEMBER 13, 2023**

TAB	DESCRIPTION	ACTION
1	OPTIONAL RETIREMENT PROGRAM - DEFINED CONTRIBUTION RECORDKEEPING SERVICES	Action Item

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023**

SUBJECT

Retirement Plan Committee – Idaho State Board of Education (Board) Optional Retirement Plan (ORP) 401(a) - Defined Contribution Recordkeeping Services

REFERENCE

October 2021

Board approved Retirement Plan Committee proposal to hire an Optional Retirement Plan consultant – Multnomah Group, Inc.

December 2022

Board approved Retirement Plan Committee proceeding with solicitation of defined contribution recordkeeping services for the Board 401(a) Optional Retirement Plan (ORP) in collaboration with Multnomah Group, Inc.

January 2023

Board Office received exemption from Idaho Division of Purchasing which allowed completion of the RFP process outside the state procurement process.

APPLICABLE STATUTES, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections II.K.2. and II.R.

Idaho Code §§ 33-107A, 33-107B, 33-107C

Idaho Code § 59-513

BACKGROUND

Board Policy II.R. creates the Retirement Plan Committee (RPC) which is charged with “stewardship of the retirement plans sponsored by the Board for the exclusive benefit of participants and their beneficiaries.” The Board-sponsored plans include the 401(a) Optional Retirement Plan (ORP), and the 403(b) and 457(b) voluntary deferred compensation plans (Plans). The Board has authority to manage and control the Plans’ operation and administration. The Board retains exclusive authority to amend the Plans and select trustees/custodians.

The information below represents a timeline of the process undertaken by the RPC in order to reach its recommendation for the sole provider of Defined Contribution Recordkeeping Services for the Idaho State Board of Education 401(a) ORP.

- January 2021, the RPC began discussing issuing a request for proposals (RFP) specifically for Defined Contribution Recordkeeping Services of the Idaho State Board of Education 401(a) ORP for Plan vendors. The ORP Plan itself had not undergone an RFP process since its inception (circa 1990s). In anticipation of this, the RPC agreed to expanding committee membership to ensure all participating Idaho public colleges and universities had

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023**

representation.

- May 2022, the RPC discussed a possible RFP at the Q2 committee meeting.
- July 2022, the RPC focused on roles and responsibilities for managing the RFP and reviewed a proposed timeline.
- August 2022, a proposed timeline was presented and reviewed by the RPC. Before issuing an RFP, the committee endorsed a survey for all college and university campuses to gauge satisfaction with current providers and the current two-provider system.
- November 2022, the RPC reviewed campus survey responses at the Q4 meeting. The responses highlighted the importance of high-quality participant services, the need for in-person services at all college and university campuses, and a strong interest in administrative efficiency. The committee agreed to move forward with the RFP to solicit Defined Contribution Recordkeeping Services for the 401(a) ORP. This action item was approved by the Board at its December 22, 2022, meeting. The committee also appointed a sub-committee to review proposed questions prepared by RPC's financial advisor Multnomah Group.
- February 2023, the RFP sub-committee shared their list of RFP questions with the full RPC. Additional information was also being gathered to determine appropriate campus service levels.
- May 2023, the RPC convened to review a final draft of the RFP prepared by Multnomah Group, Inc. for recordkeeping of the 401(a) ORP. The objective of issuing this RFP was to ensure that 1) costs and services provided to participation in the ORP is competitive, 2) the obligations of the Board as plan sponsor are being fulfilled in accordance with state law, federal law, and the provisions of plan documents, 3) capture of any operational efficiencies that may accrue from outsourcing additional services to the service provider, 4) all employees, regardless of location are provided access to education resources to assist them in planning for their successful retirement. The RPC agreed to send the RFP to six (6) companies – CoreBridge, TIAA, Fidelity, Empower, Vanguard and Voya. The RFP was issued by Multnomah Group with responses from interested parties due on June 2, 2023.
- June/July 2023, RPC reviewed the responses from five (5) companies; Corebridge, Voya, TIAA, Empower, and Fidelity (Vanguard did not respond). Evaluation of the providers was based on a review of the following key criteria: Organizational Overview, Systems and Security, Plan Sponsor Services, Participant Services, Implementation, Fees for the services requested. After careful consideration, the RPC narrowed the field down to two (2) providers: TIAA and Fidelity. RPC also decided to have each of these two (2) providers present to the campus representatives their participant communication strategy and on-site participant education strategies.

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- August 2023, participant education presentations were completed by TIAA and Fidelity to campus representatives.
- September 2023, finalist presentations by TIAA and Fidelity were presented to the RPC. The committee discussed the impact of various scenarios including moving to a sole recordkeeper. The committee agreed to meet again before making a final decision.
- October 2023, the RPC continued the discussion with all committee members agreeing that Fidelity would be the best choice for plan participants moving forward. The recordkeeping cost presented by Fidelity was \$37 per plan participant. The committee then unanimously agreed to propose Fidelity as the sole Defined Contribution Recordkeeper for the Idaho 401(a) ORP. The RPC proposal will be included as an action item for the Board's December 2023 meeting.

DISCUSSION

The RFP process has been completed and the unanimous consensus by the RPC to move forward with proposal to select Fidelity the sole Defined Contribution Recordkeeper for the Idaho SBOE 401(a) ORP effective December 2, 2024.

IMPACT

Board approval would consolidate Defined Contribution Recordkeeping Services to one provider, Fidelity, beginning on December 2, 2024. The current 401(a) ORP model presently has two (2) providers (TIAA and Corebridge), which would continue to be service providers and work with Fidelity on the transition slated for December 2024.

STAFF COMMENTS AND RECOMMENDATIONS

RPC committee members and staff have worked closely with Multnomah to facilitate a thorough and deliberate RFP process. After careful consideration and extensive due diligence, the consensus of all committee members was to move forward with Fidelity. This review ensured that the ORP continues to meet industry best standards and practices, while saving Plan participants money and providing more transparent investment and fee information.

Fidelity is being proposed by the RPC based on their commitment to participant solutions and services, lower and more transparent costs, best in class technology, and simplified administration. RPC members included Board members and staff, campus representatives from all eight (8) colleges and universities, as well as the Public Employee Retirement System of Idaho (PERSI).

The fees going forward with Fidelity will be 25% less than current recordkeeping fees being paid by participants. Once transition occurs to Fidelity, all participants will pay \$37 per year for the recordkeeping fee, reflected as a \$9.25 per quarter charge on participant statements. The savings that will be achieved by this transition only apply to participant accounts.

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Staff recommends approval.

BOARD ACTION

I move to approve Fidelity as the Idaho State Board of Education 401(a) Optional Retirement Plan's sole provider of Defined Contribution Recordkeeping Services effective December 2, 2024.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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TAB	DESCRIPTION	ACTION
1	BOARD POLICY IV.D – EDUCATOR PREPRATION, CERTIFICATION AND STANDARDS - SECOND READING	Action Item
2	STEM ACTION CENTER SCHOOL DESIGNATION STANDARDS REVISION	Action Item
3	ALTERNATIVE PARAPROFESSIONAL ASSESSMENT	Action Item
4	REGISTERED TEACHER APPRENTICESHIP PROGRAM STANDARDS	Action Item
5	EDUCATOR PIPELINE REPORT	Action Item
6	ARP ESSER SEA SET ASIDE FUNDS DESIGNATIONS PROPOSAL	Action Item

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SUBJECT

Board Policy IV.D. Educator Preparation, Certification, and Standards – Second Reading

REFERENCE

April 2023	Board approved first reading of proposed amendments to Board policy IV.B. State Department of Education and IV.D. Educator Preparation, Certification, and Standards (new section).
June 2023	Board approved second reading thereby establishing Policy IV.D. Educator Preparation, Certification and Standards as a new section of policy.
October 2023	Board approved first reading of proposed amendments to Board Policy IV.D, streamlining the composition of content standards review committees managed by the State Department of Education.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 through 33-1204, Idaho Code
Idaho Administrative Code, IDAPA 08.02.03

BACKGROUND/DISCUSSION

Content standards for K-12 curriculum are adopted by the Board and incorporated by reference into IDAPA 08.02.03. Content standards are to be reviewed by a review committee, facilitated by the State Department of Education (SDE), as established in Board Policy IV.D. every six (6) years. This policy also establishes the structure of content standards review committees.

As SDE continues to engage content standards review committees it has become apparent that the structure of review committees is not always feasible. For example, the current structure requires an elementary teacher to sit on every review committee. However, an elementary teacher may not be a meaningful contributor to a committee reviewing Driver's Education content standards, for example. Flexibility in the membership of content standards review committees is necessary.

IDAPA 08.02.03.128 establishes the structure of curricular materials review committees. Review of curricular materials, also facilitated by the State Department of Education, is to take place in the year following content standards review. The language defining the structure of these committees provides additional flexibility and has not presented an implementation problem to date.

Attachment 1 proposes revisions to Board Policy IV.D. that aligns the language in policy pertaining to content standards review committees with the existing language in IDAPA 08.02.03.128 pertaining to curricular materials review committees.

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In addition to this change, a technical correction is proposed in paragraph 2.ff. of Board Policy IV.D. for the purpose of removing a no longer relevant reference to grades 5-9.

IMPACT

If the Board approves the second reading of the proposed changes the State Department of Education can begin utilizing the updated requirements for content standard review committees working through the spring of 2024.

ATTACHMENTS

Attachment 1 – Board Policy IV.D. – Proposed Revisions

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Updating Section 1.a.i of Board Policy IV.D. to materially align with IDAPA 02.02.03.128, would provide the SDE with the necessary flexibility to establish effective content review committees. This change would also further align administrative rule and Board policy and would serve to streamline the workload for the SDE staff that facilitates both Content Standards and Curricular Materials committees.

No changes have been made to the proposed language since the first reading was approved in October.

Staff recommends that the Board approve the second reading of the proposed changes to Board Policy IV.D.

BOARD ACTION

I move to approve the second reading of proposed revisions to Board Policy IV.D. as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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1. Standards Approval

While maintaining a balance between the local control of school districts and the Idaho constitutional requirement for a uniform and thorough system of public education, the State Board of Education sets minimum standards to provide the framework through which our public schools then provide educational opportunities to Idaho students. ~~Prior to any standards being brought forward to the Board the a~~Applicable stakeholders and the public shall be provided with an opportunity to provide feedback prior to consideration of the Board of proposed standards. All standards ~~being~~brought to the Board for consideration shall include the standards themselves, a description of how feedback was solicited, and a summary of the feedback that was received. Amendments to existing standards shall also include a redlined version of the standards showing all amendments.

a. Content Standards

The Idaho Content Standards articulate the minimum knowledge a student is expected to know and be able to use within a content (subject) area at specific grade levels. Content standards are reviewed and updated on a rotating basis in relation to the curricular materials adoption schedule, but may be updated more frequently if an area is identified as needing to be updated in advance of that schedule. Content standards review will be scheduled such that the content standard is reviewed in the year prior to the scheduled curricular materials review. At a minimum all content areas, including those without corresponding curricular materials, will be reviewed every six (6) years and notification will be made to the Office of the State Board of Education of the review and if the review will result in amendments to the standard or if it was determined that no amendments are necessary for the review cycle. Career Technical Education (CTE) content standard reviews will be facilitated by the Division of Career Technical Education and must meet the same review requirements as academic content standards. All other content standards review will be facilitated by the State Department of Education.

The content standards review process will include at a minimum:

- i. A review committee will consist 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, local school board trustees or directors, and State Department of Education personnel. A review committee must include Idaho educators with subject expertise in the applicable content area. A review committee established for the purpose of reviewing content standards of career technical courses must also include a member from the Division of Career Technical Education. ~~A review committee must include~~consisting of Idaho educators with experience in the applicable content area. ~~The committee shall be made up of elementary and secondary instructional staff and at least one~~

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~~postsecondary faculty member from a four-year institution and at least one from a two-year institution, at least one public school administrator, and at least one parent of school-aged children or representative of an organization representing parents with school-aged children. Instructional staff and postsecondary faculty members must have experience providing instruction in the applicable content area.~~ Additional members may be included at the discretion of the Department. To the extent possible, representatives shall be chosen from a combination of large and small schools or districts and provide for regional representation.

- ii. The review committee will make an initial determination regarding the need to update the standards.
- iii. Based on the review, the committee shall meet to develop initial recommendations for the creation of new content standards or amendments to the existing content standards. The Department will provide multiple opportunities for public input on the draft recommendations including but not limited to the Department website and processes that allow for individuals in each region of the state to participate.
- iv. Drafts of the recommended amendments will be made available to the public for comment for a period of not less than 20 days. At the close of the comment period the committee will finalize recommendations for Board consideration.

b. Standards for Certificated School Personnel

The Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification and endorsement area to be eligible for certification or to receive subject area endorsements. Teacher preparation programs must be in alignment with these certifications standards to be considered for approval or re-approval.

The standards are reviewed and updated based on a five (5) year cycle, where 20% of the standards are reviewed each year. Standards may be identified for review in advance of the five (5) year cycle, however, all standards must be reviewed every five (5) years. Subject area certification standards must be in alignment with their corresponding subject area content standards incorporated by reference into IDAPA 08.02.03, where applicable. Reviews of career technical education (CTE) educator standards will be facilitated by the Division of Career Technical Education. The Professional Standards Commission (PSC) is responsible for reviewing and making recommendations to the Board on amendments or additions to non-CTE educator standards. The PSC will report annually to the Office of the State Board of Education the standards reviewed during the previous year and if that review resulted in recommendations for amendments or if no amendments were recommended during the review cycle.

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2. Instructional Staff Certificate Endorsements

Individuals holding an instructional certificate or occupational specialist certificate must have one or more endorsements attached to their certificate. Instructional staff are eligible to teach in the grades and content areas of their endorsements. Occupational specialist certificate endorsements are listed in Board Policy IV.E. Division of Career Technical Education. To be eligible for each type of endorsement, either the following credit requirement must be met or the individual must have qualified to add the endorsement through one of the routes for Alternative Authorization for new endorsements established in IDAPA 08.02.02.021. Credits used for determining eligibility in one endorsement area may also be used to meet the requirements for a corresponding endorsement area where the requirements overlap.

- a. All Subjects (K-8). Thirty (30) semester credit hours to include coursework in discipline-specific methods of teaching elementary subject areas, cognitive processes, learner development, learning differences, literacy and language development, K-8 subject content, classroom management and behavioral supports, instructional strategies and interventions, and formative and summative assessments.
- b. American Government /Political Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences, six (6) semester credit hours in American government, six (6) semester credit hours in U.S. history survey, and three (3) semester credit hours in comparative government. Course work may include three (3) semester credit hours in world history survey. Remaining coursework must be in political science.
- c. Anthropology (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences and in the area of anthropology. Coursework may include six (6) semester credit hours in sociology.
- d. Bilingual Education (K-12). Twenty (20) semester credit hours to include coursework in bilingual education methods; upper division coursework in one (1) modern language other than English, including writing and literature; cultural diversity; linguistics; second language acquisition theory and practice; foundations of ESL/bilingual education; legal foundations of ESL/bilingual education; identification and assessment of English learners; and biliteracy. To obtain this endorsement, the candidate must score an advanced low or higher (as defined by the American Council on the Teaching of Foreign Languages or equivalent) on an oral proficiency assessment conducted by an objective second party.
- e. Biological Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, molecular and organismal biology, heredity, ecology, and biological adaptation.

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- f. Blended Early Childhood Education/Early Childhood Special Education (Birth - Grade 3). Thirty (30) semester credit hours to include coursework in methods of teaching early childhood and special education, child development and learning, curriculum development and implementation, family and community relationships, assessment and evaluation, central concepts of birth - grade 3 subjects, professionalism, and clinical experience including a combination of general and special education in the following settings: birth to age three (3), ages three to five (3-5), and grades K-3 general education.
- g. Blended Elementary Education/Elementary Special Education (Grade 4 - Grade 6). Twenty (20) semester credit hours to include coursework in methods of teaching elementary and special education, central concepts of grade 4 - grade 6 subjects, assessment, and clinical experiences in grades four (4) through six (6). This endorsement may only be used in conjunction with the Blended Early Childhood/Early Childhood Special Education (Birth – Grade 3) endorsement and cannot be used in a middle school setting.
- h. Blind and Low Vision (Pre-K-12) Thirty (30) semester credit hours to include coursework in methods of teaching the blind and visually impaired, assessment and evaluation, designing and monitoring individualized education programs, central concepts of academic subjects, special education law, family and community relationships, and accommodations and modifications for the blind and visually impaired.
- i. Chemistry (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, and inorganic and organic chemistry.
- j. Communication (5-9 or 6-12). Complete one (1) of the following options:
 - i. Twenty (20) semester credit hours to include coursework in methods of teaching communication arts, interpersonal communication, argumentation/personal persuasion, group communication, nonverbal communication, public speaking, journalism/mass communication, and social media; or
 - ii. Complete an endorsement in English and complete (12) semester credit hours to include coursework in methods of teaching communication arts, interpersonal communication, argumentation/personal persuasion, and public speaking.
- k. Computer Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching computer science; data representation and abstraction; design, development, and testing algorithms; software development

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processes; digital devices, systems, and networks; and the role of computer science and its global impact.

- l. Deaf/Hard of Hearing (Pre-K-12). Thirty (30) semester credit hours to include coursework in methods of teaching the deaf/hard of hearing, bimodal communication, sign language acquisition and learning, literacy development, hearing technology, spoken language development, students with disabilities, assessments, designing and monitoring individualized education programs, and special education law.
- m. Early Childhood Special Education (Pre-K-3). Twenty (20) semester credit hours to include coursework in methods of teaching early childhood; child development and behavior with emphasis in cognitive-language, physical, social, and emotional areas, birth through age eight (8); curriculum and program development for young children ages three to eight (3-8); transitional services; planning, implementing, and evaluating environments and materials for young children ages three to eight (3-8); identifying and working with atypical young children ages three to eight (3-8); designing and monitoring individualized education programs; special education law; and parent-teacher relations. This endorsement may only be added to the Exceptional Child Education (K-8 or K-12) endorsement.
- n. Early Literacy (K-3). Twenty (20) semester credit hours to include coursework in methods of teaching reading and writing; the body of knowledge regarding the science of reading; the cognitive process of learning to read and write; phonological and phonemic awareness; oral language development; phonics, vocabulary, fluency, and comprehension; diagnostic literacy assessments and analysis leading to the development and implementation of individual reading improvement plans; data analysis related to early recognition of literacy difficulties including characteristics of dyslexia; data driven instruction and intervention; language acquisition and development; stages of reading and writing development; early elementary reading and writing resources including children's literacy advocacy strategies for meeting the needs of struggling readers and writers; and the Idaho Comprehensive Literacy Plan.
- o. Earth and Space Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, earth science, astronomy, and geology.
- p. Economics (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences, three (3) semester credit hours in microeconomics, three (3) semester credit hours in macroeconomics, and six (6) semester credit hours in personal finance/consumer economics. Remaining course work must be in business, economics, or finance.

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- q. Engineering (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching engineering and in areas of engineering.
- r. English (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in secondary English language arts methods, grammar, American literature, British literature, multicultural/world literature, young adult literature, literary theory, and advanced composition.
- s. English as a Second Language (ESL) (K-12). Twenty (20) semester credit hours to include coursework in methods of teaching language acquisition, a modern language other than English, cultural diversity, linguistics, second language acquisition theory and practice, foundations of ESL/bilingual education, legal foundations of ESL/bilingual education, and identification and assessment of English learners.
- t. Exceptional Child Education (K-8, 6-12, or K-12). Thirty (30) semester credit hours to include coursework in methods of teaching the exceptional child, learner development and individual learning differences, assessment and evaluation, designing and monitoring individualized education programs, central concepts of academic subjects, individual behavioral supports, instructional strategies and interventions, special education law, family and community relationships, and accommodations and modifications.
- u. Geography (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences, cultural geography, and physical geography, and a maximum of six (6) semester credit hours in world history survey. Coursework may include three (3) semester credit hours in economics. Remaining coursework must be in geography.
- v. Geology (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, and in the area of geology.
- w. Gifted and Talented Education (K-12). Twenty (20) semester credit hours to include coursework in methods of teaching gifted and talented learners, assessment and identification of gifted and talented learners, differentiated instruction, creative and critical thinking, social and emotional needs of gifted and talented learners, program design, curriculum, and instruction.
- x. Health (5-9, 6-12, or K-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching health; planning, organization, and administration of a school health program; health, wellness, and behavior change; mental/emotional health; nutrition; human sexuality; and health risk behaviors.

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Remaining semester credits must be in health-related coursework. To obtain a Health (K-12) endorsement, applicants must complete coursework in elementary health methods.

- y. History (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences, six (6) semester credit hours in U.S. history survey, and six (6) semester credit hours in world history survey. Coursework may include three (3) semester credit hours in American government. Remaining coursework must be in history.
- z. Humanities (5-9 or 6-12). Complete an endorsement in English, history, music, theatre arts, visual arts, or world language; and complete twenty (20) semester credit hours as follows:
 - i. English endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, music, philosophy, theatre arts, visual arts, and world language.
 - ii. History endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, humanities survey, literature, music, philosophy, theatre arts, visual arts, and world language.
 - iii. Music endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, literature, philosophy, theatre arts, visual arts, and world language.
 - iv. Theatre arts endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, literature, music, philosophy, visual arts, and world language.
 - v. Visual arts endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, literature, music, philosophy, theatre arts, and world language.
 - vi. World language endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, literature, music, philosophy, theatre arts, and visual arts.
- aa. Journalism (5-9 or 6-12). Complete one (1) of the following options:
 - i. Twenty (20) semester credit hours in the area of journalism to include coursework in methods of teaching communication arts and six (6)

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- semester credit hours in communication arts.
- ii. Complete an English endorsement and twelve (12) semester credit hours to include coursework in methods of teaching communication arts and in the area of journalism.
- bb. Literacy (K-12). Twenty (20) semester credit hours to include coursework in methods of teaching reading and writing; foundations of literacy including reading, writing, listening, speaking, viewing, and language; language acquisition and development; diversity of literacy learners; literacy in the content area; literature for youth; diagnostic reading and writing; literacy assessments; data analysis and identification of characteristics of literacy difficulties including dyslexia; data driven instruction; instructional interventions; and the Idaho Comprehensive Literacy Plan.
- cc. Mathematics (6-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching mathematics, Euclidean and transformational geometry, linear algebra, discrete mathematics, statistical modeling and probabilistic reasoning, and the first two (2) courses in a standard calculus sequence.
- dd. Mathematics - Middle Level (5-9). Twenty (20) semester credit hours to include coursework in secondary methods of teaching mathematics, algebraic thinking, functional reasoning, Euclidean and transformational geometry, and statistical modeling and probabilistic reasoning. Six (6) semester credit hours of computer programming may be substituted for six (6) semester credit hours of mathematics content.
- ee. Music (5-9 or 6-12 or K-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching music, theory and harmony, aural skills, music history, conducting, applied music, and piano proficiency (class piano or applied piano). To obtain a Music (K-12) endorsement, applicants must complete elementary music methods coursework.
- ff. Natural Science (~~5-9 or~~ 6-12). Complete one (1) of the following options:
 - i. Complete an endorsement in one of the following: biological science, chemistry, Earth science, geology, or physics; and complete a total of twenty-four (24) semester credit hours as follows:
 - 1) Biological science endorsement. Eight (8) semester credit hours in each of the following: chemistry, physics, and Earth science or geology.
 - 2) Chemistry endorsement. Eight (8) semester credit hours in each of the following: biology, physics, and Earth science or geology.
 - 3) Earth science or geology endorsement. Eight (8) semester credit hours

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in each of the following: biology, chemistry, and physics.

- 4) Physics endorsement. Eight (8) semester credit hours in each of the following areas: biology, chemistry, and Earth science or geology.
- ii. Complete an endorsement in Agriculture Science and Technology, and complete twenty-four (24) semester credit hours to include coursework in methods of teaching science, lab safety, and six (6) semester credit hours in each of the following: biology, chemistry, physics, and Earth science or geology.
- gg. Online Teacher (K-12). Twenty (20) semester credit hours to include coursework in methods of online teaching; assistive technology; learning management systems and content management systems; synchronous, asynchronous, and blended learning environments; and instructional strategies for the online environment. Candidates must complete an eight (8)-week online clinical practice in a K-12 setting or complete one (1) year of verifiable, successful experience as a teacher delivering online instruction in a K-12 setting within the past three (3) years.
- hh. Physical Education (PE) (5-9 or 6-12 or K-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching PE; sports, skillful movement, physical activity, and outdoor skills; student evaluation in PE; safety and prevention of injuries; fitness and wellness; PE for special populations; exercise physiology; kinesiology/biomechanics; motor behavior; and current certification in cardiopulmonary resuscitation, automated external defibrillator use, and first aid. To obtain a PE K-12 endorsement, applicants must complete coursework in elementary PE methods.
- ii. Physical Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, and in the area of physical science to include a minimum of eight (8) semester credit hours in each of the following: chemistry and physics.
- jj. Physics (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, and in the area of physics.
- kk. Psychology (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences and in the area of psychology.
- ll. Science – Middle Level (5-9). Twenty-four (24) semester credit hours to include coursework in methods of teaching science, lab safety, and eight (8) credits in each of the following: biology, earth science, and physical science.

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mm. Social Studies (6-12). Complete one of the following options:

- i. A course in methods of teaching the social sciences and twelve (12) semester credit hours in each of the following: American government/political science, economics, geography, and history
- ii. A course in methods of teaching the social sciences, fifteen (15) semester credit hours in each of the following: American government/political science and history, and nine (9) semester credit hours in each of the following: economics and geography.
- iii. Complete an endorsement in American government/political science, economics, geography, or history and complete a total of thirty-six (36) semester credit hours as follows:
 - 1) American government/political science endorsement - twelve (12) semester credit hours in each of the following: economics, geography, and history.
 - 2) Economics endorsement – twelve (12) semester credit hours in each of the following: American government/political science, geography, and history.
 - 3) Geography endorsement – twelve (12) semester credit hours in each of the following: American government/political science, economics, and history.
 - 4) History endorsement – twelve (12) semester credit hours in each of the following: American government/political science, economics, and geography.

nn. Social Studies – Middle Level (5-9). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences and at least five (5) semester credit hours in each of the following: geography, history, and American government/political science or economics.

oo. Sociology (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences and in the area of sociology. Coursework may include six (6) semester credit hours in anthropology.

pp. Teacher Leader. Teacher leaders hold a standard instructional certificate or a degree-based career technical certificate and provide technical assistance to teachers and other staff with regard to the selection and implementation of appropriate teaching materials, instructional strategies, and procedures to improve educational outcomes for students. Individuals who hold this endorsement facilitate the design and implementation of sustained, intensive, and job-embedded professional learning based on identified student and teacher needs.

- i. Teacher Leader – Instructional Specialist

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- 1) Complete three (3) years of full-time certificated teaching experience while under contract in an accredited school setting.
 - 2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include clinical supervision, instructional leadership, and advanced pedagogical knowledge, and demonstrated competencies in the following areas: providing feedback on instructional episodes, engaging in reflective dialogue centered on classroom instructional management and/or experience, focused goal-setting and facilitation of individual and collective personal growth, understanding the observation cycle, and knowledge and expertise in data management platforms.
 - 3) Complete ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.
- ii. Teacher Leader – Instructional Technology
- 1) Complete three (3) years of full-time certificated teaching experience while under contract in an accredited school setting.
 - 2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include technology integration and assessments, online education infrastructure and execution, instructional technology theory and foundations pedagogy, systems and performance evaluation, and applied project experiences.
 - 3) Complete ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.
- iii. Teacher Leader – Literacy
- 1) Hold a literacy endorsement or meet the requirements of a literacy endorsement, and complete three (3) years of full-time certificated teaching experience while under contract in an accredited school setting.
 - 2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include foundational literacy concepts; fluency, vocabulary development, and comprehension; literacy assessment concepts; and writing process; all of which are centered on the following emphases: specialized knowledge of content and instructional methods; data driven decision making to inform instruction; research-based differentiation strategies; and culturally

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- responsive pedagogy for diverse learners.
 - 3) Complete ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.
- iv. Teacher Leader – Mathematics
- 1) Hold a mathematics (6-12) or (5-9) endorsement and complete three (3) years of full-time certificated teaching experience while under contract in an accredited school setting.
 - 2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include number and operation, geometry, algebraic reasoning, measurement and data analysis, and statistics and probability, all of which are centered on the following emphases: structural components of mathematics; modeling, justification, proof, and generalization; and specialized mathematical knowledge for teaching.
 - 3) Program shall include ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.
- v. Teacher Leader – Special Education
- 1) Hold an Exceptional Child Education endorsement or Blended Early Childhood Education/Early Childhood Special Education endorsement and complete three (3) years of full-time certificated teaching experience, at least two (2) years of which must be in a special education classroom setting, while under contract in an accredited school setting.
 - 2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include assessment of learning behaviors; individualization of instructional programs based on educational diagnosis; behavioral and/or classroom management techniques; program implementation and supervision; use of current methods, materials, and resources available; management and operation of special education management platforms; identification and utilization of community or agency resources and support services; counseling, guidance, and management of professional staff, and special education law, including case law.
 - 3) Program shall include ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.

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- qq. Teacher Librarian (K-12). Twenty (20) semester credit hours to include coursework in collection development and materials selection, literature for children and/or young adults, organization of information to include cataloging and classification, school library administration and management, library information technologies, information literacy, and reference and information service.
- rr. Theatre Arts (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching theatre arts, acting and directing, and six (6) semester credits in technical theatre/stagecraft.
- ss. Visual Arts (5-9, 6-12, or K-12). Twenty (20) semester credit hours to include coursework in methods of teaching secondary arts, 2-dimensional and 3-dimensional studio areas, six (6) semester credit hours in foundation art and design, and three (3) credits in art history. To obtain a Visual Arts (K-12) endorsement, applicants must complete elementary arts methods coursework.
- tt. World Language (5-9, 6-12 or K-12). Twenty (20) semester credit hours to include coursework in methods of teaching language acquisition, twelve (12) intermediate or higher credits in a specific world language, and coursework in two (2) or more of the following areas: grammar, conversation, composition, culture, or literature. To obtain an endorsement in a specific world language (K-12), applicants must complete an elementary methods course. To obtain an endorsement in a specific world language, applicants must complete the following:
 - i. Score an intermediate high (as defined by the American Council on the Teaching of Foreign Languages or equivalent) on an oral proficiency assessment conducted by an objective second party; and
 - ii. A qualifying score on a state board approved specific world language content assessment, or if a specific world language content assessment is not available, a qualifying score on a state board approved world language pedagogy assessment.

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IDAHO STEM ACTION CENTER

SUBJECT

Request for Approval of Updated Standards for STEM School Designation

REFERENCE

April 2018	Board approved an initial set of 11 STEM School Designation standards
December 2018	Board received an update from the STEM Action Center on the process for identifying schools for STEM School Designation and a general update on the activities of the STEM Action Center.
January 2019	Board designated the first four Idaho STEM Schools: Barbara Morgan STEM Academy, Galileo STEM Academy, Temple View Elementary, and Bingham Academy.
February 2020	Board approved North Idaho STEM Charter Academy and Southside Elementary as Designated STEM Schools.
August 2020	Board approved updated list of 16 STEM School Designation standards.
February 2022	Board approved Basin Elementary as a Designated STEM School
February 2023	Board approved 5 additional Designated STEM Schools: Project Impact STEM Academy, Columbia HS, Ernest Hemmingway STEAM School, JR Simplot Elementary, and Fernan STEM Academy

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-4701

BACKGROUND/DISCUSSION

Idaho Code § 33-4701 was enacted by the Legislature in 2017 establishing a STEM school designation that may be earned by schools and programs that meet specific standards approved by the State Board of Education (Board). Pursuant this statute, the Board is charged with awarding STEM school and STEM program designations annually to those public schools and public school programs that meet the standards established by the Board in collaboration with the STEM Action Center (STEM AC).

At the April 2018 Regular Board meeting, the Board approved a set of 11 STEM School Designation Standards. These standards—which were recommended by a working group of Idaho stakeholders—aligned with the STEM Certification Standards used by Cognia (then AdvancED). This allowed schools to utilize Cognia’s STEM Certification review process to demonstrate that they had satisfied

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the statutory requirements sufficiently to be recommended by the STEM AC for approval as a Designated STEM School.

In August 2020, the Board approved an update to Idaho's STEM School Designation Standards that brought the total number of standards to 16. This change was made to mirror shifts in the framework that Cognia used in their STEM Certification reviews, allowing Idaho schools to continue utilizing that review process to demonstrate that they had met the Idaho's STEM School Designation standards.

The framework used in Cognia's STEM Certification reviews changed once again in 2022, moving from 16 standards to 10 standards. Although it was originally the intent of the STEM AC (and its advisory board) to request approval of a similar amendment to the Idaho STEM School Designation standards in order to maintain alignment, the amended standards were never brought to the Board for action. This left the 16 standards aligned with Cognia's previous framework as our current Idaho STEM School Designation standards (see Attachment 2).

Since the current Board-approved STEM School Designation Standards are out-of-date and require action, the STEM AC saw reason to revisit their alignment with the legislative requirements. The Professional Learning Community (PLC) of Idaho STEM designated schools has expressed concern that Cognia's most up-to-date STEM standards have gaps in alignment with the requirements for STEM Designation laid out in Idaho Code. Additionally, they conveyed that the frequent revisions of Cognia's STEM Certification framework (and subsequent amendments of the Board-approved standards) make it difficult to have a consistent target to aim for when developing their programs. As such, since Fall 2022, the STEM AC has collaborated with administrators from the STEM School PLC to develop a new set of Idaho-specific STEM Designation Standards that are explicitly aligned to the expectations laid out in Idaho Code § 33-4701. These standards can be found in Attachment 1.

Approving these Idaho-developed standards will ensure greater statutory alignment than would be had from updating them solely to reflect the current Cognia STEM Certification framework (see Attachment 3 for a crosswalk with the requirements for STEM designation review found in Idaho Code). Alignment with Idaho Code and a consistent target for schools striving to achieve designation are of paramount importance. Thus, the STEM AC and its board have recommended the proposed standards for final Board approval.

IMPACT

If the Board approves the revised Idaho Standards for STEM School Designation, the STEM Action Center will begin evaluating schools for this designation using the updated standards and will require any external reviewers to demonstrate full alignment to the updated standards when making recommendations.

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If the Board does not approve the proposed revisions, the existing standards will remain in place. This will leave Idaho schools without a review process for STEM designation that is fully aligned to the current standards.

ATTACHMENTS

Attachment 1 – Proposed Idaho STEM School Designation Standards
Attachment 2 – Existing Idaho STEM School Designation Standards
Attachment 3 – Statutory Requirements vs. Updated Cognia STEM Standards & Proposed Idaho STEM Designation Standards

BOARD STAFF COMMENTS AND RECOMMENDATIONS

STEM AC staff has worked collaboratively with stakeholders to conduct a thorough review of the standards and has sought to develop a cost-saving plan for achieving STEM school designation for Idaho schools. The STEM AC advisory board reviewed the updated standards and the implementation plan and voted to bring this forward to the Board for approval.

Staff recommends approval

BOARD ACTION

I move to approve the revised Idaho Standards for STEM School Designation as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho Standards for STEM School Designation

An Idaho STEM designated program or school will demonstrate clear and convincing evidence of meeting the following standards in a consistent and systematic manner:

- 1) **STEM Learning:** Learners actively engage with STEM instruction and curricular resources that focus on problem-solving, collaborative project-based learning, and the engineering design process.
- 2) **STEM Instruction:** Staff members strategically integrate evidence-based STEM practices into all disciplines, fostering cross-curricular connections and enhancing the overall educational experience for learners.
- 3) **Professional Development:** Staff members and leaders engage in relevant professional learning opportunities that are designed to enhance their skills and knowledge in STEM education.
- 4) **Community Engagement:** Staff members and leaders regularly engage families and community partners to foster a thriving STEM environment.
- 5) **Assessment:** Learners primarily showcase their understanding through performance-based assessments that emphasize practical application and/or real-world relevance, and are given regular opportunities to engage in reflective self-assessment.
- 6) **College & Career Readiness:** Learners engage in college and career exposure, exploration, and advising opportunities that build durable skills in preparation for subsequent opportunities.
- 7) **Technology & Resources:** Staff members and leaders integrate technology and physical resources to support and enhance STEM instruction.
- 8) **Knowledge Exchange:** In partnership with the broader STEM community and the Idaho STEM Action Center, staff members and leaders share knowledge of best-practices and provide innovative professional development.
- 9) **Fairness & Access:** Staff members and leaders support all learners, including nontraditional and historically underserved student populations in STEM program areas.

STEM K-12 STEM Designation Standards

STEM Community

Standard 1 - School/program provides equitable opportunities for students to engage in high quality STEM learning.

Standard 2 - STEM educators collaborate to develop, implement, and improve high quality STEM learning activities.

Standard 3 - School/program engages diverse STEM community in order to support and sustain STEM programs and initiatives.

Standard 4 - School/program has established a shared vision for STEM and has leadership structures to support effective implementation.

STEM Learning Culture

Standard 5 - Leaders ensure that all stakeholders have ongoing opportunities to access information and learn about STEM implementation.

Standard 6 - Educators and leaders participate in an ongoing system of STEM-specific professional learning.

Standard 7 - Students engage collaboratively in authentic inquiry during ongoing units of study.

Standard 8 - Students engage in self-directed STEM learning guided by educators who are effective facilitators of learning.

STEM Experiences

Standard 9 - School/program provides within-school and extra-curricular opportunities for students to extend STEM learning.

Standard 10 - Students demonstrate their learning through performance-based assessments and have opportunities to develop self-assessment and self-monitoring skills.

Standard 11 - STEM learning experiences integrate all STEM disciplines with an emphasis on processes and practices associated with STEM.

Standard 12 - School/program provides high quality STEM courses and curriculum aligned to recognized standards and organized into interdisciplinary frameworks.

STEM Outcomes

Standard 13 - Students demonstrate STEM content knowledge representative of STEM literacy outcomes that prepare them for the next level of learning and work.

Standard 14 - Students develop STEM skills and cross-cutting competencies that support workforce readiness.

Standard 15 - School/program engages in a continuous improvement process for STEM.

Standard 16 - School/program conducts evaluative activities to ensure the effectiveness of STEM implementation.

Statutory Requirements vs. Updated Cognia STEM Standards & Proposed Idaho STEM Designation Standards

Designation Review Requirements from Idaho Code § 33-4701 <i>[3.b states "Apply to the STEM action center for a STEM school designation review to include evaluation of the following:"]</i>	Alignment with Updated Cognia STEM School Designation Standards	Alignment with Proposed Idaho STEM School Designation Standards
(3.b.i) STEM instruction and curriculum focused on problem-solving, student involvement in team-driven project-based learning, and engineering design process	<p>Standard 1 – Learners engage in STEM learning experiences that integrate all STEM disciplines with an emphasis on processes and practices associated with STEM.</p> <p>Standard 6 – Learners engage collaboratively in authentic inquiry during ongoing units of study.</p> <p>Standard 7 – Learners engage in self-directed STEM learning guided by professional staff members who are effective facilitators of learning.</p>	<p>1) STEM Learning: Learners actively engage with STEM instruction and curricular resources that focus on problem-solving, collaborative project-based learning, and the engineering design process.</p>
(3.b.ii) College and career exposure, exploration and advising	<p>Standard 10 – Learners demonstrate STEM literacy outcomes that prepare them for the next level of learning and work.</p>	<p>6) College & Career Readiness: Learners engage in college and career exposure, exploration, and advising opportunities that build durable skills in preparation for subsequent opportunities.</p>
(3.b.iii) Relevant professional learning opportunities for staff	<p>Standard 3 – Professional staff members and leaders participate in an ongoing system of STEM-specific professional learning.</p>	<p>3) Professional Development: Staff members and leaders engage in relevant professional learning opportunities that are designed to enhance their skills and knowledge in STEM education.</p>

(3.b.iv) Community and family involvement	<p>Standard 4 <i>(Partial)</i> – Leaders engage a diverse network of community partners and stakeholders in order to support and sustain STEM programs and initiatives. <i>(Cognia standard's criteria does not address the family involvement requirement from Idaho Code).</i></p> <p>Standard 5 – Leaders ensure that all stakeholders have ongoing opportunities to access information and learn about STEM implementation.</p>	<p>4) Community Engagement: Staff members and leaders regularly engage families and community partners to foster a thriving STEM environment.</p>
(3.b.v) Integration of technology and physical resources to support STEM instruction	<p>No Cognia standard that directly addresses this requirement from Idaho Code.</p>	<p>7) Technology & Resources: Staff members and leaders integrate technology and physical resources to support and enhance STEM instruction.</p>
(3.b.vi) Collaboration with institutions of higher education and industry	<p>Standard 4 – Leaders engage a diverse network of community partners and stakeholders in order to support and sustain STEM programs and initiatives.</p>	<p>4) Community Engagement (Partial): Staff members and leaders regularly engage families and community partners to foster a thriving STEM environment.</p> <p>8) Knowledge Exchange (Partial): In partnership with the broader STEM community and the Idaho STEM Action Center, staff members and leaders share knowledge of best-practices and provide innovative professional development.</p>
(3.b.vii) Capacity to capture and share knowledge for best practices and innovative professional development with the STEM action center	<p>No Cognia standard that directly addresses this requirement from Idaho Code.</p>	<p>8) Knowledge Exchange: In partnership with the broader STEM community and the Idaho STEM Action Center, staff members and leaders share knowledge of best-practices and provide innovative professional development.</p>

<p>(3.b.viii) Support of nontraditional and historically underserved student populations in STEM program areas.</p>	<p>No Cognia standard that directly addresses this requirement from Idaho Code.</p>	<p>9) Fairness & Access: Staff members and leaders support all learners, including nontraditional and historically underserved student populations in STEM program areas.</p>
<p>(3.c) Adopt a plan of STEM implementation that includes, but is not limited to, how the school and district integrate proven best practices into non-STEM courses and practices and how lessons learned are shared with other schools within the district and throughout the state.</p>	<p>Standard 2 – Professional staff members implement high quality STEM courses and curriculum aligned to recognized standards and organized into interdisciplinary frameworks.</p> <p>Standard 8 <i>(Partial)</i> – Learners benefit from a formal structure of within-school and extracurricular opportunities to extend STEM learning.</p>	<p>2) STEM Instruction: Staff members strategically integrate evidence-based STEM practices into all disciplines, fostering cross-curricular connections and enhancing the overall educational experience for learners.</p> <p>8) Knowledge Exchange: In partnership with the broader STEM community and the Idaho STEM Action Center, staff members and leaders share knowledge of best-practices and provide innovative professional development.</p>
<p>No direct alignment from Idaho Code <i>However, these standards represent established best-practice in STEM education & assessment (which aligns with legislative intent)</i></p>	<p>Standard 9 – Learners demonstrate their learning through performance-based assessments and have opportunities to develop self-assessment and self-monitoring skills.</p>	<p>5) Assessment: Learners primarily showcase their understanding through performance-based assessments that emphasize practical application and/or real-world relevance, and are given regular opportunities to engage in reflective self-assessment.</p>
<p>No direct alignment from Idaho Code</p>	<p>Standard 8 – Learners benefit from a formal structure of within-school and extracurricular opportunities to extend STEM learning.</p> <p><i>Concern about explicitly tying STEM School Designation approval to out-of-school and summer opportunities (especially in rural or isolated districts with limited resources)</i></p>	<p>N/A</p>

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SUBJECT

Paraprofessional Academic Alternative Assessment

REFERENCE

August 23, 2023

The State Board of Education approved the ETS ParaPraxis exam (including the cut score) as a qualifying academic assessment.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.02.007.10

BACKGROUND/DISCUSSION

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

IDAPA 08.02.02.007.10 provides:

- a. To qualify as a paraprofessional the individual must have a high school diploma or general equivalency diploma (GED) and:
 - i. Demonstrate through a state approved academic assessment knowledge of and the ability to assist in instructing or preparing students to be instructed as applicable to the academic areas they are providing support in; or
 - ii. Have completed at least two (2) years of study at an accredited postsecondary educational institution; or
 - iii. Obtained an associate degree or higher-level degree; demonstrate through a state approved academic assessment knowledge of, and the ability to assist in instructing or preparing students to be instructed as applicable to the academic areas they are providing support in.

The Board has approved an assessment, the Educational Testing Service (ETS) ParaPraxis exam. However, an alternative assessment has been requested by several districts.

Boise School District has developed an internal assessment and is requesting that the Board approve this assessment as an alternative to the ETS ParaPraxis exam.

IMPACT

If the Board approves the Paraprofessional Alternative Academic Assessment and cut score listed in Attachment 1, there would be a second State Board-

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approved paraprofessional assessment that an individual could take to qualify as a paraprofessional. This assessment would be available for use by any local education agency.

ATTACHMENTS

Attachment 1 – Paraprofessional Alternative Assessment and Cut Score

STAFF COMMENTS AND RECOMMENDATIONS

School districts have communicated the need for an alternative assessment over the past few months. This includes phone calls and emails received by Board staff as well as a resolution proposed to the Idaho School Boards Association, requesting that legislation be run to allow alternative assessments to be determined at the district level. On November 17, 2023, ISBA members voted to move forward with proposing legislation. If the Board approves this request, the need for related legislation would likely be mitigated.

The proposed assessment request was also reviewed by the Professional Standards Commission on December 7, 2023.

The proposed alternative assessment is thorough and well supported. Board staff recommends approval.

BOARD ACTION

I move to approve the Paraprofessional Alternative Academic Assessment and cut score to be used as a State Board approved Academic Assessment for qualifying paraprofessionals, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



IDAHO

Paraprofessional

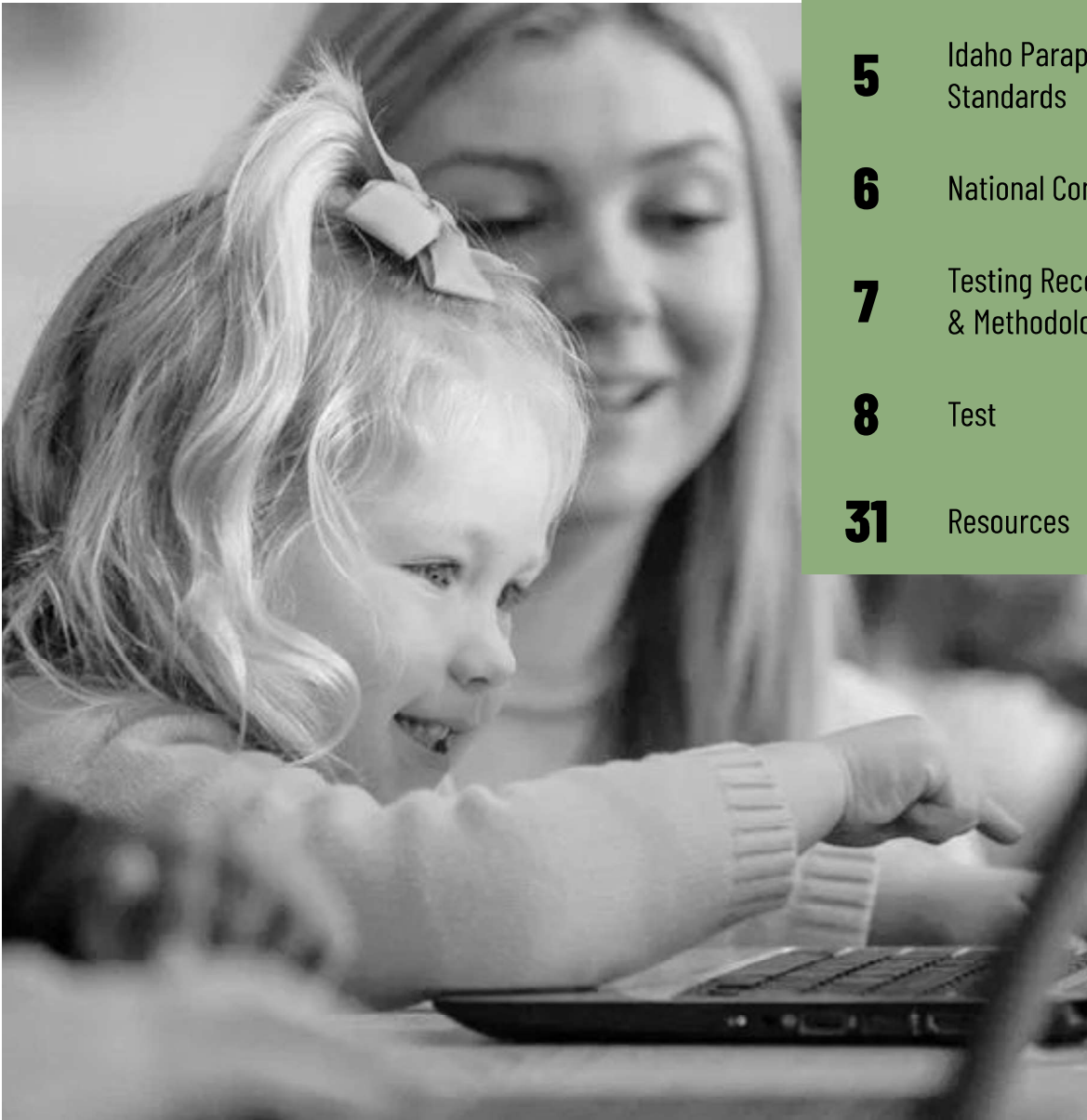
TESTING

ALTERNATIVE



IN THIS DOCUMENT

3	Introduction
4	Federal and State Requirements
5	Idaho Paraprofessional Standards
6	National Comparison
7	Testing Recommendations & Methodology
8	Test
31	Resources



INTRODUCTION

THE WHY

Paraprofessionals provide vital support for students and school communities, especially in crucial areas such as special education and student services. Unfortunately, it has become increasingly difficult to recruit strong candidates to fill these essential positions. One major barrier has become the academic assessment process, which is unnecessarily cumbersome for both the prospective employee as well as the employer.

Every day that a school has an unfilled paraprofessional vacancy, it is detrimental for students. Within the current assessment practices, applicants who are already vetted through district application processes, references, and interviews, are still subjected to rigid, proprietary testing timelines and constraints as they must study and schedule to take a proctored test from a licensed testing provider. These strict stipulations can cause difficult hurdles that can discourage potential candidates and complicate the hiring process.

The goal for this alternative assessment is to provide a straightforward option to assess academic qualifications to support students. The test was specifically designed to address the Idaho Paraprofessional Requirements and Standards. Not only do questions assess knowledge of reading, writing, and mathematics instruction, but there are opportunities to demonstrate relevant application. Sections organized based on Idaho standards provide research-based best practices and specific contexts related to paraprofessional duties so that candidates can showcase their ability to comprehend and apply relevant strategies.

Our nation's education system relies on the dedicated support of paraprofessionals. School districts must be more efficient and deliberate about assessment and hiring practices so they can provide crucial support for our students.



REQUIREMENTS

The proposed assessment outlined in this document is simultaneously designed to meet the state *and* federal requirements for paraprofessionals.

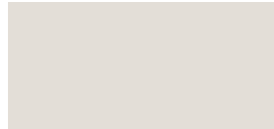
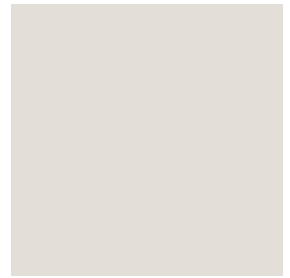
FEDERAL

The language of the non-regulatory guidance document for Title 1 [Paraprofessional Requirements](#) specifically allows for a formal local academic assessment as long as it includes sections that assess a test-taker's ability to assist in instruction, reading, writing, and mathematics, as required by the U.S. Department of Education.

STATE

The language in [Idaho Code 08.02.02.007.10](#) specifies that a state-approved academic assessment may be used to endorse potential paraprofessionals as highly qualified. This proposed assessment, designed from the framework of the Idaho Paraprofessional Standards, offers a localized approach to this endorsement while also taking the opportunity to educate test-takers on paraprofessional duties and expectations. The test includes necessary content to assess a candidate's ability to assist in instruction or prepare students to be instructed as indicated in Idaho code.





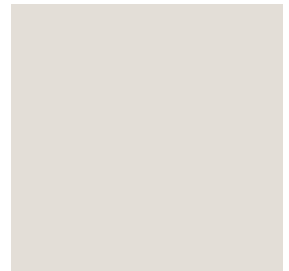
IDAHO STANDARDS

1. The paraprofessional has a basic knowledge of the subject areas being taught; the paraprofessional supports the teacher/provider in creating meaningful learning experiences.
2. The paraprofessional has a basic knowledge of how students learn and develop, which supports students' intellectual, social, and emotional development.
3. The paraprofessional is knowledgeable regarding how students differ in their approaches to learning, and are able to adapt to students' diverse needs.
4. The paraprofessional utilizes a variety of instructional strategies to assist the teacher/provider in meeting students' needs.
5. The paraprofessional understands the importance of and assists in creating a positive educational environment.
6. The paraprofessional uses various communication techniques to effectively meet students' needs.
7. The paraprofessional delivers teacher/provider designed instructional plans effectively based upon knowledge of the students, subject areas, community, and curriculum goals.
8. The paraprofessional supports the teacher/provider in observing and collecting data related to the student.
9. The paraprofessional engages in meaningful professional development on a regular basis.
10. The paraprofessional interacts in a professional manner with colleagues, parents, and other members of the community.

NATIONAL COMPARISON

Individual states have different ways to satisfy federal requirements for Title 1 paraprofessionals who do not already meet the coursework requirement. Some states use one of the following options, while others allow for multiple options.

1. At least twelve states allow individual Local Education Agencies to develop their own assessments or requirements.
2. Four states have their own exam specifically for paraprofessionals.
3. Ten states use the ACT WorkKeys exam and eleven states use the Master Teacher ParaEducator online training and testing platform as alternatives to the Praxis ParaPro exam.
4. Nine states use a combination of other exams, portfolios, prior work experience, or apprenticeship programs.
5. For states that *exclusively* use the Praxis ParaPro exam, ten out of eleven have a passing score lower than Idaho's required score of 160.



TESTING RECOMMENDATIONS

- Recommended Passing Score: 75% or better
- Examination Options:
 - Paper and pencil
 - Benefits: no technology requirements
 - [Google Form Version](#)
 - Benefits: assessment is automatically graded, scores are saved
- Administering the Assessment:
 - This assessment was designed to be given by individual school districts in a space that they deem appropriate. Our recommendations include:
 - a quiet environment free from distractions
 - scratch paper and pencil is provided
 - scratch paper is collected at the end of the testing session
 - Chrome lockdown capabilities for Google Form Version are used
 - no cell phones, calculators or additional materials that may assist with answering or recording questions are allowed
 - no formal time limit - approximate time to complete is 60-90 minutes

METHODOLOGY

Considerations for the creation of the assessment included:

- researching state and federal requirements for paraprofessionals
- unpacking the Idaho Paraprofessional Standards and formatting the test to represent each local standard
- setting content targets to be consistent with the [Praxis ParaPro Assessment](#)
 - each individual question denotes the intended learning target(s)
 - no questions were taken verbatim from other tests
- writing of test questions completed by a team of elementary and secondary certified educators with relevant endorsements in each assessment area
- beta-testing with preliminary exams administered to non-certified classified staff and certified staff

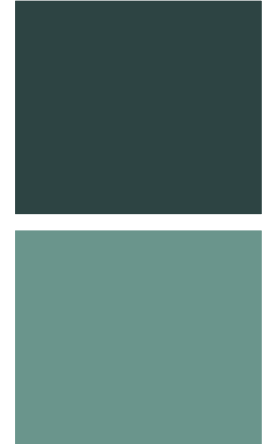




IDAHO

Paraprofessional

ASSESSMENT



The following assessment is based on the Idaho Paraprofessional Standards and has been designed so the test-taker has the opportunity to demonstrate knowledge and ability to assist in instructing or preparing students to be instructed as outlined in [Idaho Code 08.02.02.007.10](#).

The assessment is organized by standard. Each standard has one corresponding section, except for standard one, which has 3 sections - to accommodate reading, writing, and mathematics. You may answer the questions in any order you wish.

Some sections have specific requirements. Please read the directions carefully.

Mark your answers with a dark mark that clearly indicates the answer you have selected. Give only one answer for each question. Light or partial marks or incomplete erasures may be scored as incorrect.

There is no time limit for this assessment. Each question is required and should be answered. A passing score on this assessment is at least 75% correct. The correct answers will not be disclosed to you in the end in order to ensure a fair reassessment if so performed in the future.

If you are in need of a break during the assessment, please notify the proctor. You may not access cell phones or the internet during a break.

First Name		<p><u>Score</u></p> <p>correct: ____ /100</p> <p>errors: ____ /100</p> <p>Passing score: 75% correct</p>
Last Name		
Signature		
Date		
Proctor		

STANDARD 1

READING

Idaho Paraprofessional Standard 1: The paraprofessional has a basic knowledge of the subject areas being taught; the paraprofessional supports the teacher/provider in creating meaningful learning experiences.

Reading Skills and Knowledge

- Identify the main idea or primary purpose
- Identify supporting ideas
- Identify how a reading selection is organized
- Determine the meanings of words or phrases in context
- Draw inferences or implications from directly stated content
- Determine whether information is presented as fact or opinion
- Interpret information from tables, diagrams, charts, and graphs
- Sound out words (e.g., recognize long and short vowels)
- Break down words into parts (e.g., recognize syllables, root words, prefixes, suffixes)
- Decode words or phrases using context clues
- Distinguish between synonyms, antonyms, and homonyms
- Alphabetize words

Application of Reading Skills and Knowledge

- Help students use pre-reading strategies, such as skimming or making predictions
- Ask questions about a reading selection to help students understand the selection
- Make accurate observations about students' ability to understand and interpret text
- Interpret written directions

DIRECTIONS: Read the passage carefully. Answer each question based on the passage.

Salmon Cannon

- 1 Imagine the relentless struggle of native fish, blocked by an unexpected threat: the very dams meant to control waterways. In the 19th and 20th centuries, there were many dams built in the U.S that have unintentionally blocked the migratory paths of native fish species. Many of these species migrate up the rivers to spawn during their lifespan. The trouble is that there are 85,000 dams, and therefore, many species struggle to go home and have fallen onto the endangered species list.
- 2 When scientists realized that fish migratory patterns were being disrupted, they began to test various remedies. One solution was to build "fish ladders" into dams. The ladders are a series of stepped pools designed to allow the fish to flop their way over dams to their spawning grounds. The other response was to trap the fish and haul them upstream via barges, trucks, or sometimes helicopters. A new recommendation that scientists hope will solve the fish migration problem is a contraption called the Salmon Cannon.
- 3 For the Salmon Cannon to work, CNN reports that the fish are placed in a tube where pressure pushes them along a chute that can adjust to their size. They travel about 22 miles per hour and get misted by water the entire way. Ideally, the fish don't have to be fed through the cannon by human hand. Instead, the entrance to the tube is camouflaged as a habitat attractive to the fish so they will enter the system themselves. When running at full capacity, the machine can fling, or shoot, 50,000 fish upstream every day.
- 4 "The results of our studies have shown that the system may potentially resolve the migration puzzle," the creator says. The Salmon Cannon, originally designed to transport fresh fruit in orchards, is still being evaluated by government agencies and conservation groups but so far appears to be a good solution.

Questions 1-5 are based on the passage *Salmon Cannon*.

1. Which sentence from the article best represents the main idea?

Identify the main idea or primary purpose

- ☐ A. Imagine the relentless struggle of native fish, blocked by an unexpected threat: the very dams meant to control waterways.
- ☐ B. A new recommendation that scientists hope will solve the fish migration problem is a contraption called the Salmon Cannon.
- ☐ C. When running at full capacity, the machine can fling 50,000 fish upstream every day.
- ☐ D. "The results of our studies have shown that the system may potentially resolve the migration puzzle," the creator says.

2. Which paragraph has supporting details about the ways that the scientists have tried to solve the fish migration problem?

Identify supporting ideas

- ☐ A. paragraph 1
- ☐ B. paragraph 2
- ☐ C. paragraph 3
- ☐ D. paragraph 4

3. How is the Salmon Cannon passage organized?

Identify how a reading selection is organized

- ☐ A. Problem and Solution
- ☐ B. Sequentially
- ☐ C. Compare and Contrast
- ☐ D. 5-paragraph essay

4. In paragraph 3, what evidence does NOT support the inference that the cannon is safe for fish.

Draw inferences or implications from directly stated content

- ☐ A. The chute adjusts to the size of the fish.
- ☐ B. The fish are shot in the air at 22 miles per hour.
- ☐ C. The fish are misted by water.
- ☐ D. The entrance is camouflaged as an attractive habitat and the fish will enter the system themselves.

5. Which of these statements are an opinion about the Salmon Cannon?

Determine whether information is presented as fact or opinion

- ☐ A. The Salmon Cannon shoots fish at 22 mph.
- ☐ B. The Salmon Cannon is a tube that transports a fish up stream.
- ☐ C. The Salmon Cannon is the best way to fix the problem with fish migration.
- ☐ D. The Salmon Cannon is one way that is being investigated to fix the problem with fish migration.

For questions 6-9, imagine you are a paraprofessional working with a student to read the passage *Salmon Cannon*.

6. The student you are working with doesn't understand what the word "fling" means in paragraph 3. What context clue could you point out in the passage to help them understand the meaning?

*Determine the meanings of words or phrases in context
Decode words or phrases using context clues*

- ☐ A. "running"
- ☐ B. "capacity"
- ☐ C. "upstream"
- ☐ D. "shoot"

7. The student still doesn't understand what the word "fling" means in paragraph 3. You decide to share an antonym as a way of further explaining what it means. Which of the following is the antonym of fling as used in the *Salmon Cannon* passage?

Distinguish between synonyms, antonyms, and homonyms

- ☐ A. To throw or hurl something
- ☐ B. propel
- ☐ C. hold
- ☐ D. a casual romantic relationship

8. Which question could you ask a student to best help them understand the pros of the Salmon Cannon?

Ask questions about a reading selection to help students understand the selection

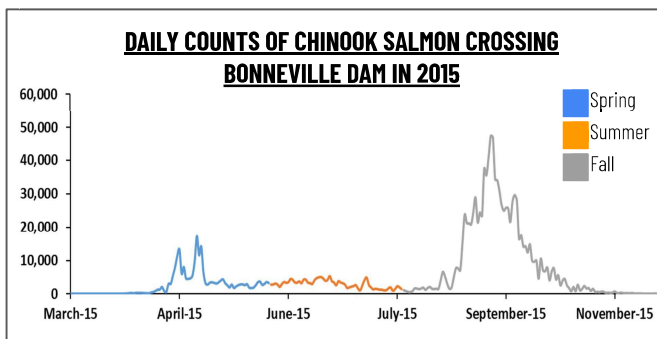
- ☐ A. Why might scientists think the Salmon Cannon is better than the other methods?
- ☐ B. In which paragraph does the author describe how the Salmon Cannon works?
- ☐ C. Why might people be worried about what the Salmon Cannon might do to the fish?
- ☐ D. What are the effects of the fish migration problem?

9. Before reading the Salmon Cannon passage out loud, you ask the students to predict what a Salmon Cannon is. When would it make the most sense to STOP reading and ask the students to verify if their prediction was correct?

Help students use prereading strategies, such as skimming or making predictions

- ☐ A. after reading paragraph 1
- ☐ B. after reading paragraph 2
- ☐ C. after reading paragraph 3
- ☐ D. after reading paragraph 4

For questions 10-11, imagine you are a paraprofessional working with a student to interpret the graph below. You are using the graph to help the student understand the fish migration issues as presented in the passage *Salmon Cannon*.



10. The student you are working with makes the following statement about the Chinook Salmon chart.

"The top of the line on the graph is before September 15th, so it must be in August because August is before September. Therefore, the most salmon must happen during summer, because August is in summer".

Which observation could you share with the classroom teacher about the student?

Make accurate observations about students' ability to understand and interpret text

- ☐ A. The student understands the line is showing the months of the year, but doesn't understand how to connect the key with the seasons to the dates.
- ☐ B. The student understands the line shows the amount of salmon, but doesn't understand how to read the exact number of salmon.
- ☐ C. The student understands the dates are on the bottom of the chart, but doesn't understand the number of salmon is on the left.
- ☐ D. The student understands how to read the number of salmon, but doesn't understand the seasons.

11. Based on the graph, in which timeframe would the Salmon Cannon need to be running the most to help resolve the salmon migration issue?

Interpret information from tables, diagrams, charts, and graphs

- ☐ A. Spring - April to June
- ☐ B. Summer - June to July
- ☐ C. Fall - July to November
- ☐ D. none of the above

Questions 12-19 measure general reading skills.

12. Which of the following words has a short vowel sound?

Sound out words (e.g., recognize long and short vowels)

- ☐ A. these
- ☐ B. cape
- ☐ C. cube
- ☐ D. map

13. Which of the following words has three syllables?

Break down words into parts (e.g., recognize syllables, root words, prefixes, suffixes)

- ☐ A. energy
- ☐ B. investigate
- ☐ C. monster
- ☐ D. collaborate

14. Which of the following words does not have a prefix?

Break down words into parts (e.g., recognize syllables, root words, prefixes, suffixes)

- ☐ A. reheat
- ☐ B. breakable
- ☐ C. subdivide
- ☐ D. discomfort

15. Which of the following words DOES NOT include a suffix that means "a person"?

Break down words into parts (e.g., recognize syllables, root words, prefixes, suffixes)

- ☐ A. teach-er
- ☐ B. employ-ee
- ☐ C. joy-ous
- ☐ D. flor-ist

16. Based on the related words below, what does the root "spect" likely mean?

*spectator, spectacles, inspector,
introspection, spectacular, perspective*

Break down words into parts (e.g., recognize syllables, root words, prefixes, suffixes)

- ☐ A. intelligent
- ☐ B. slice apart
- ☐ C. judge
- ☐ D. see or view

17. The classroom teacher asks you to alphabetize the records of the students in the class by last name. Which list is alphabetized correctly?

Alphabetize words

- ☐ A. Ashley Anderson, Bailey Aaron, Clara Aikin, Daisy Axford
- ☐ B. Bailey Aaron, Clara Aikin, Ashley Anderson, Daisy Axford
- ☐ C. Clara Aikin, Bailey Aaron, Daisy Axford, Ashley Anderson
- ☐ D. Daisy Axford, Clara Aikin, Bailey Aaron, Ashley Anderson

Question 18 measures the ability to follow written directions.

18. What type of storage would be used for barrels of hazardous waste weighing 350 pounds according to the written directions below?

The three types of storage are regular, warehouse, and special. Listed below are the rules for deciding which type of storage to use.

- Regular or warehouse storage should be used for items that do not need special handling.
- Special storage should be used for items that need special handling.
- Warehouse storage should be used for items weighing over 200 pounds.
- Regular storage should be used for items weighing less than 200 pounds.
- Special storage should always be used for storing hazardous materials.

Interpret written directions

- ☐ A. Regular Storage
- ☐ B. Warehouse Storage
- ☐ C. Special Storage
- ☐ D. none of the above

STANDARD 1 MATHEMATICS

Idaho Paraprofessional Standard 1: The paraprofessional has a basic knowledge of the subject areas being taught; the paraprofessional supports the teacher/provider in creating meaningful learning experiences.

Number Sense and Basic Algebra

- Perform basic addition, subtraction, multiplication, and division of whole numbers, fractions, and decimals
- Recognize multiplication as repeated addition and division as repeated subtraction
- Recognize and interpret mathematical symbols such as $+$, $<$, $>$, \leq
- Understand the definitions of basic terms such as sum, difference, product, quotient, numerator, and denominator
- Recognize the position of numbers in relation to each other (e.g., $\frac{1}{3}$ is between $\frac{1}{4}$ and $\frac{1}{2}$)
- Recognize equivalent forms of a number (e.g., $22=4$)
- Demonstrate knowledge of place value for whole numbers and decimal numbers
- Compute percentages
- Demonstrate knowledge of basic concepts of exponents
- Demonstrate knowledge of "order of operations" (parentheses, exponents, multiplication, division, addition, and subtraction)
- Use mental math to solve problems by estimation
- Solve word problems
- Solve one-step, single-variable linear equations (e.g., find x if $x+4=2$)
- Identify what comes next in a sequence of numbers

Geometry and Measurement

- Represent time and money in more than one way (e.g., 30 minutes = $\frac{1}{2}$ hour; 10:15 = quarter after 10; \$0.50 = 50 cents = half dollar)
- Convert between units or measures in the same system (e.g., inches to feet; centimeters to meters)
- Identify basic geometrical shapes (e.g., isosceles triangle, right triangle, polygon)
- Perform computations related to area, volume, and perimeter for basic shapes
- Graph data on an xy-coordinate plane

Data Analysis

- Interpret information from tables, charts, and graphs
- Given a table, chart, or graph with time-related data, interpret trends over time
- Create basic tables, charts, and graphs
- Compute the mean, median, and mode

For questions 19-44 , no calculators are allowed. You may use scratch paper.

19. $3.4 + 14.6 =$

Perform basic addition, subtraction, multiplication, and division of whole numbers, fractions, and decimals

- ☐ A. 17.0
- ☐ B. 17.2
- ☐ C. 18.0
- ☐ D. 48.6

20. Which of the following is equal to $4+4+4+4+4$?

Recognize multiplication as repeated addition and division as repeated subtraction

- ☐ A. $15 + 4$
- ☐ B. 5×4
- ☐ C. $4 \div 5$
- ☐ D. $5 \div 4$

21. Complete the inequality: $\square \leq -24$

Recognize and interpret mathematical symbols such as + <>≤
Recognize the position of numbers in relation to each other

- ☐ A. -21
- ☐ B. -24
- ☐ C. 0
- ☐ D. 24

22. Given the following equation, what is the missing value?

$$\frac{\square}{5} - \frac{3}{5} = \frac{1}{5}$$

Perform basic addition, subtraction, multiplication, and division of whole numbers, fractions, and decimals / Solve one-step, single-variable linear equations

- ☐ A. 1
- ☐ B. 2
- ☐ C. 3
- ☐ D. 4

23. What is the missing value in the following equation called?

$$\frac{\square}{5} - \frac{3}{5} = \frac{1}{5}$$

Understand the definitions of basic terms such as sum, difference, product, quotient, numerator, and denominator

- ☐ A. numerator
- ☐ B. denominator
- ☐ C. quotient
- ☐ D. difference

24. Which of the following could be the missing value on the number line?



Recognize the position of numbers in relation to each other

- ☐ A. 0.167
- ☐ B. 0.125
- ☐ C. 0.300
- ☐ D. 0.243

25. Complete the inequality: 3^4 is equivalent to \square ?

Recognize equivalent forms of a number

- ☐ A. 3×4
- ☐ B. $3 \times 3 \times 3 \times 3$
- ☐ C. $4 \times 4 \times 4 \times 4$
- ☐ D. 34

26. Which number is in the thousandths place?

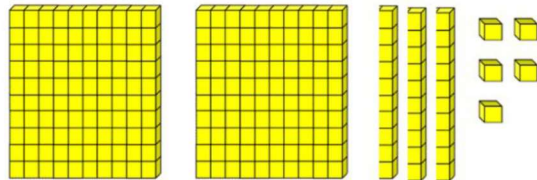
12.34567

Demonstrate knowledge of place value for whole numbers and decimal numbers

- ☐ A. 2
- ☐ B. 3
- ☐ C. 4
- ☐ D. 5

27. A teacher is giving a lesson using base ten blocks, which are different shaped blocks that represent ones, tens, and hundreds.

Which number is represented by the set of blocks below?



Demonstrate knowledge of place value for whole numbers and decimal numbers

- ☐ A. 352
- ☐ B. 253
- ☐ C. 235
- ☐ D. 532

28. What is 10% of 264?

Compute percentages

- ☐ A. 0.264
- ☐ B. 2.64
- ☐ C. 26.4
- ☐ D. 2640

29. A teacher asks a group of student to give examples of different ways to calculate 50% of 400. Which of the following student responses is NOT accurate?

Compute percentages

Application of mathematics skills and knowledge to classroom instruction

- ☐ **A.** "If I subtract 50 from 400 and do that four times, then I get the answer 200."
- ☐ **B.** "I know that 50% is equal to half of 400. Half of 400 is 200, so the answer is 200."
- ☐ **C.** "If I multiply 0.50×400 , then I get the answer 200."
- ☐ **D.** "I can change 50% to $\frac{50}{100}$ and multiply by 400, so the answer is 200."

30. Simplify $\frac{4^2}{2^2}$

Demonstrate knowledge of basic concepts of exponents

- ☐ **A.** 2
- ☐ **B.** 4
- ☐ **C.** 16
- ☐ **D.** 64

31. Calculate $3^2 \cdot 10 - (2 + 3) = \square$

Demonstrate knowledge of basic concepts of exponents

- ☐ **A.** 45
- ☐ **B.** 55
- ☐ **C.** 85
- ☐ **D.** 91

32. Estimate the solution to:

$$202.178 \div 9.897 = \square$$

Use mental math to solve problems by estimation

Perform basic addition, subtraction, multiplication, and division of whole numbers, fractions, and decimals

- ☐ **A.** 10
- ☐ **B.** 20
- ☐ **C.** 200
- ☐ **D.** 2000

33. At the fair, a hot dog costs \$1.25, nachos cost \$1.50, and an ice cream cones cost 50 cents each. A child purchases one hot dog and two ice cream cones. How much does the child spend?

Solve word problems

Represent time and money in more than one way

- ☐ **A.** \$2.25
- ☐ **B.** \$3.00
- ☐ **C.** \$3.25
- ☐ **D.** \$52.75

34. What number comes next in the sequence?

-21, 24, -27, 30,

Identify what comes next in a sequence of numbers

- ☐ **A.** 27
- ☐ **B.** -27
- ☐ **C.** 33
- ☐ **D.** -33

35. Tam is at home and he wants to meet his friend at the pool in half an hour. The time is currently 1:00pm. It takes him fifteen minutes to ride his bike to the pool. When should he leave his home in order to arrive exactly on time?

Solve word problems

Represent time and money in more than one way

- ☐ **A.** 1:00pm
- ☐ **B.** 1:10pm
- ☐ **C.** 1:15pm
- ☐ **D.** 1:30pm

36. If 1 foot = 12 inches, how many inches are there in 6 feet?

Convert between units or measures in the same system

- ☐ **A.** $\frac{1}{2}$ inches
- ☐ **B.** 12 inches
- ☐ **C.** 60 inches
- ☐ **D.** 72 inches

37. Triangle ABC has the following side lengths:

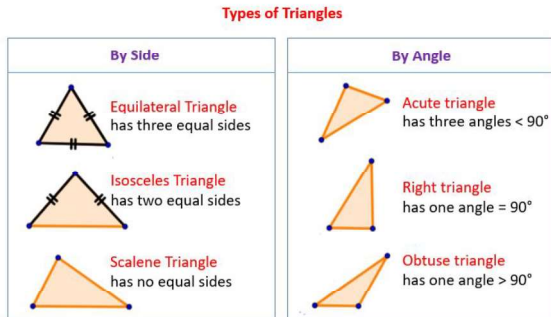
Side a = 5 cm

Side b = 5 cm

Side c = 5 cm

Using the chart below, what type of triangle is triangle ABC?

Identify basic geometrical shapes



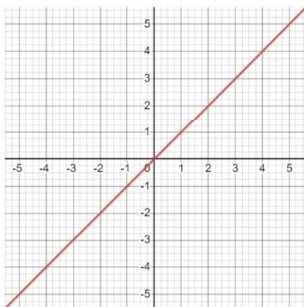
- ☐ A. equilateral triangle
- ☐ B. isosceles triangle
- ☐ C. scalene triangle
- ☐ D. regular triangle

38. A square has one side measuring 6 centimeters. What is the perimeter, p , and area, A , of the square?

Perform computations related to area, volume, and perimeter for basic shapes

- ☐ A. $p = 6$, $A = 12$
- ☐ B. $p = 24$, $A = 36$
- ☐ C. $p = 12$, $A = 36$
- ☐ D. $p = 24$, $A = 12$

39. Which of the following points is on the line graphed below?



Graph data on an xy -coordinate plane

- ☐ A. (1, 4)
- ☐ B. (2, -3)
- ☐ C. (-3, 1)
- ☐ D. (1, 1)

40. A scientist is researching bird growth. The table below shows the mass of each bird during the first three days of the experiment.

Which bird is growing the fastest?

Bird Data (Mass in Grams)

	Day 1 Mass	Day 2 Mass	Day 3 Mass
Bird A	12.07g	12.30g	12.50g
Bird B	13.12g	13.05g	13.01g
Bird C	11.01g	11.45g	11.99g
Bird D	14.20g	14.32g	14.39g

Interpret information from tables, charts, and graphs

Given a table, chart, or graph with time-related data, interpret trends over time

- ☐ A. bird A
- ☐ B. bird B
- ☐ C. bird C
- ☐ D. bird D

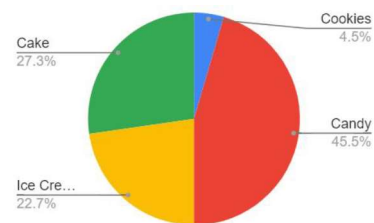
41. Which chart most accurately represents the data below?

TREAT	cookies	candy	ice cream	cake
# OF VOTES	15	21	5	9

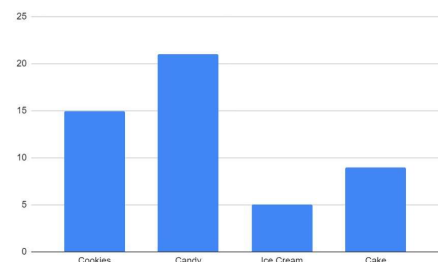
Interpret information from tables, charts, and graphs

Create basic tables, charts, and graphs

- ☐ A. Pie Chart



- ☐ B. Bar Chart



42. A teacher is giving a lesson on two-digit division with remainders. The teacher gives the following information:

A remainder is what we have left over after division.

$$17 \div 4 = 4 \text{ with a remainder of } 1$$

$$27 \div 5 = 5 \text{ with a remainder of } 2$$

$$36 \div 6 = 6 \text{ with a remainder of } 0$$

$$56 \div 10 = 5 \text{ with a remainder of } 6$$

What is the remainder of $47 \div 11$?

Compute percentages

Application of mathematics skills and knowledge to classroom instruction

- ☐ A. 3
- ☐ B. 4
- ☐ C. 5
- ☐ D. 6

For questions 43-44, use the following scenario.

A teacher giving a lesson on statistics reviews how to calculate mean, median, and mode. The data set includes the following values:

5,3,4,8,2,9,3,8,3

The **mean** is the mathematical average of all the data. To calculate the mean, all values are added together, then divided by the number of values.

The **median** is the value in the middle of the data set if the data is listed in order from least to greatest.

The **mode** is the value in the data set that is most repeated.

43. Find the mean of the data set from the scenario:

Compute the mean, median, and mode

- ☐ A. 3
- ☐ B. 4
- ☐ C. 5
- ☐ D. 8

44. A student incorrectly determines that the median of the data set is 2. Which of the following is the best explanation for the student's error?

Compute the mean, median, and mode

Application of mathematics skills and knowledge to classroom instruction

- ☐ A. The student calculated the mean instead of the median.
- ☐ B. The student calculated the mode instead of the median.
- ☐ C. The student forgot to order the numbers from least to greatest before calculating the median.
- ☐ D. The student calculated the mean instead. They added all the values and divided by 10.

STANDARD 1 WRITING

Idaho Paraprofessional Standard 1: The paraprofessional has a basic knowledge of the subject areas being taught; the paraprofessional supports the teacher/provider in creating meaningful learning experiences.

Writing Skills and Knowledge

- Errors in capitalization
- Errors involving word order (subject / verb agreement, parallel structure, misplaced modifiers)
- Errors in word usage (e.g., their/they're/there, then/than, it's/its)
- Errors in punctuation (commas, periods, semicolons, apostrophes)
- Parts of a sentence (e.g., subject and verb/predicate)
- Parts of speech (nouns, verbs, pronouns, adjectives, adverbs, and prepositions)
- Errors in spelling

Application of Writing Skills and Knowledge

- Use prewriting to generate and organize ideas (including freewriting and using outlines)
- Identify and use appropriate reference materials
- Draft and revise (including composing or refining a thesis statement, writing focused and organized paragraphs, and writing a conclusion)
- Edit written documents for clarity, grammar, sentence integrity (run-ons and sentence fragments), word usage, punctuation, spelling.
- Write for different purposes and audiences.
- Recognize and write in different modes and forms (e.g., descriptive essays, persuasive essays, narratives, letters).

45. Which of the following sentences uses proper capitalization?

Errors in capitalization

- ☐ A. I traveled to France to see the palace of versailles and eiffel tower.
- ☐ B. Jenny and i flew to seattle to see Taylor Swift in concert.
- ☐ C. I went to the San Diego Zoo to see Zebras, Giraffes, and Panda Bears.
- ☐ D. In October, many students like to read scary novels to get in the spirit for Halloween.

46. Which of the following sentences contains proper word usage?

Errors in word usage - their / they're / there, it's / its, than / then, you / your

- ☐ A. It's the week before school starts, so students will likely be buying their new school supplies.
- ☐ B. The marker lost it's cap, and I'm afraid they're is a mess somewhere.
- ☐ C. The dogs looked at us with there mournful eyes as we loaded into the car.
- ☐ D. Their are less cookies in the jar today then there were yesterday.

47. Read the example of the misplaced modifier. Then, select the sentence that **does not include** a misplaced modifier.

A misplaced modifier does modify a word, but not the one the author intended. Example:

misplaced	He bought a Great Dane from a neighbor that was already housebroken.	This makes it sound like the neighbor is the one who is housebroken.
revised	He bought a Great Dane that was already housebroken from a neighbor.	It's now clear the dog is the one who is housebroken.

Errors involving word order (subject / verb agreement, parallel structure, misplaced modifiers)

- ☐ A. I found a kitten for my brother named Mittens.
- ☐ B. The girl with the purple hat ate all the cheese.
- ☐ C. The student was sent to the nurse with a bloody nose.
- ☐ D. The teacher served cookies to the children wrapped in aluminum foil.

48. Which of the following sentences uses commas correctly?

Errors in punctuation - (commas, periods, semicolons, apostrophes, quotation marks)

- ☐ **A.** My aunt and uncle live in Portland Oregon, but I haven't visited in many years.
- ☐ **B.** The woman was wearing a small, green ugly feathered hat.
- ☐ **C.** I dated the journal at the top, January 3 2023.
- ☐ **D.** On December 5th, I am excited to visit my friends in Sun Valley, Idaho.

49. Which of the following sentences uses a semicolon correctly?

Errors in punctuation - (commas, periods, semicolons, apostrophes, quotation marks)

- ☐ **A.** A loud firework exploded across the sky; my dog trembled in my lap.
- ☐ **B.** Although my husband hates cheese; he still likes pizza.
- ☐ **C.** I saw several animals in the zoo; tigers, parrots, and giraffes.
- ☐ **D.** Some people are afraid to fly on airplanes; but not me.

50. Which sentence is punctuated correctly?

Errors in punctuation - (commas, periods, semicolons, apostrophes, quotation marks)

- ☐ **A.** My dog Baxter, enjoyed his favorite treat; peanut butter.
- ☐ **B.** After finding a movie to watch, I cooked some popcorn and settled down on the couch.
- ☐ **C.** In 1792 the U.S. Postal Service was created.
- ☐ **D.** My seven-year old daughter, Matilda, complained of being hungry however she just ate.

51. Which of the following is a complete sentence?

Parts of a sentence

- ☐ **A.** Screaming at the top of her lungs.
- ☐ **B.** Under the oak tree in the city park.
- ☐ **C.** The mermaid swam to the surface.
- ☐ **D.** Whoever found my hat yesterday.

52. Which word in the following sentence is an adjective?

Our new clothing store always has fashionable shoes and dresses in the window.

Parts of speech - adjectives

- ☐ **A.** store
- ☐ **B.** always
- ☐ **C.** fashionable
- ☐ **D.** window

53. Which of the following is **NOT** an adverb?

Parts of speech - adverbs

- ☐ **A.** quickly
- ☐ **B.** adventurously
- ☐ **C.** always
- ☐ **D.** beautiful

54. Which word is being used as the verb in the following sentence?

She wrote down that hiking was her favorite hobby.

Parts of speech - verbs

- ☐ **A.** My dog Baxter, enjoyed his favorite treat; peanut butter.
- ☐ **B.** After finding a movie to watch, I cooked some popcorn and settled down on the couch.
- ☐ **C.** In 1792 the U.S. Postal Service was created.
- ☐ **D.** My seven-year old daughter, Matilda, complained of being hungry however she just ate.

55. Which sentence contains **NO** spelling errors?

Errors in spelling

- ☐ **A.** My freind is definitely better than me in mathematics.
- ☐ **B.** I promise that I will participate in the committee tommorow.
- ☐ **C.** He dissappeared from the restarant.
- ☐ **D.** He is courageous despite facing embarrassment.

For questions 56-65, use the following Writing Process Chart.

Steps of the Writing Process	
PREWRITE	<ul style="list-style-type: none"> choose a topic set a purpose collect facts and information brainstorm and organize ideas in a graphic organizer
DRAFT	<ul style="list-style-type: none"> create a rough draft organize ideas into sentences or paragraphs
REVISE	<ul style="list-style-type: none"> add information remove information move information around substitute words or details
EDIT	<ul style="list-style-type: none"> make corrections to spelling or grammar reread each sentence to make sure it makes sense
PUBLISH	<ul style="list-style-type: none"> write a final copy share it with others

56. A student is struggling to write an essay about a person they admire. What would be the most effective pre-writing strategy?

Use prewriting to generate and organize ideas

- ☐ A. Encourage students to brainstorm a list of people they admire. Then have them select one and make a graphic organizer or thinking map to generate reasons and details.
- ☐ B. Tell the student they can choose a different topic if they can't think of anything to write for this assignment. Talk with the teacher afterward about what the student will do instead.
- ☐ C. Allow the student to draw a picture of the person rather than writing an essay about them.
- ☐ D. Have the student write and edit a paragraph about a person they admire, stopping frequently to check their grammatical errors.

57. When doing research in a search engine, which link would be the most credible / trustworthy?

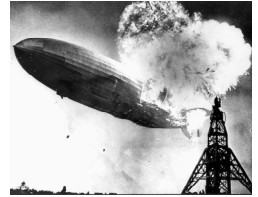
Identify and use appropriate reference materials

- ☐ A. The first link in the list of results
- ☐ B. A link that is sponsored by the most advertisers.
- ☐ C. A link to a social media post.
- ☐ D. A link to a well-known agency or nonprofit.

58. Which of the following would be the **best** source to give students a broad overview of what happened to the Hindenburg?

Identify and use appropriate reference materials

- ☐ A. An encyclopedia or database article about the Hindenburg.
- ☐ B. An interview providing a first-hand account from a survivor of the Hindenburg.
- ☐ C. A chart showing the dramatic decrease in travel via airship after the Hindenburg disaster.
- ☐ D. An article about the Titanic that makes comparisons with the Hindenburg disaster.



59. A student has written their rough draft of an essay, and they say they are done and ready to turn in their work. Following the writing process, what could you encourage them to do next?

Draft and revise

- ☐ A. If they have finished their first draft, they have completed the writing process. They are ok to turn in the assignment.
- ☐ B. Have students type up their rough draft verbatim so it is easier to read when they publish and share with others.
- ☐ C. Encourage the student to read over their first draft to see where they could add more details or omit or rephrase irrelevant ideas.
- ☐ D. Ask another student to read over the student's work to edit for them to fulfill the peer conference part of the writing process.

60. Which of the following sentences does **NOT** include a transition word?

Edit written documents

- ☐ A. Meanwhile, studies show that music can help productivity.
- ☐ B. Although music can be a distraction, some types of music can help students focus.
- ☐ C. Non Lyrical, or instrumental, music can help tune out intermittent classroom noises.
- ☐ D. Overall, students can use music effectively if they are deliberate about both the type of music and the task.

For questions 60-63, match the student sentences by drawing a line to the specific feedback you could provide to help in the revision process.

Draft and revise

60. The pandas in the zoo are so adorable, and their adorableness is evident in the way they play and interact with their fellow pandas.

A. Avoid ambiguous / unclear pronouns

61. Alex told Sam that they would meet at the park, but he didn't show up.

B. Eliminate repetition

62. I remembered that I need to buy some new pencils and also that the cafeteria menu has changed, and it's really interesting how they decided to add more vegetarian options, and oh, I also saw a cute dog on my way to school today.

C. Add specific examples

D. Stay focused on one topic

63. The store had a lot of different things for sale.

65. Which of the following sentences would be considered a run-on sentence?

Edit written documents

- ☐ **A. I wanted to float the river, but the water was too high for it to be safe.**
- ☐ **B. The river is often packed with people on rafts, tubes, kayaks, and paddle boards.**
- ☐ **C. Even though it was hot outside, my limbs were freezing in the cool river water.**
- ☐ **D. I forgot my sunscreen I burned my shoulders and my face.**

66. What type of writing typically includes an introduction with a clear claim, body paragraphs with supporting details, and a conclusion?

Recognize and write in different modes and forms

- ☐ **A. Persuasive / Argument Writing**
- ☐ **B. Script Writing**
- ☐ **C. Narrative Writing**
- ☐ **D. Fiction Writing**

67. Which type of writing would you recommend a student use if their purpose is to share information about tigers with their classmates?

Write for different purposes and audiences

- ☐ **A. narrative story**
- ☐ **B. script**
- ☐ **C. graphic novel**
- ☐ **D. website or blog post**

STANDARD 2

Idaho Paraprofessional Standard 2: The paraprofessional has a basic knowledge of how students learn and develop, which supports students' intellectual, social, and emotional development.

- Understand that a student's social and emotional comfort affects their learning.
- Understand that learning progresses from concrete understanding to more abstract reasoning and results in students learning at different paces.
- Uses developmentally and age-appropriate strategies, materials, and technologies as directed by the teacher.

aspects of classroom climate in developmentally appropriate ways.

7. **To become self-directed learners, students must learn to monitor and adjust their approaches to learning.**

Learners must learn to engage in a variety of metacognitive processes to monitor and control their learning—assessing the task at hand, evaluating their own strengths and weaknesses, planning their approach, applying and monitoring various strategies, and reflecting on the degree to which their current approach is working.

Adapted from: Carnegie Mellon University. *Learning Principles*.
<https://www.cmu.edu/teaching/principles/learning.html>

For questions 68-70, use the following text.

Learning Principles

1. **Students' prior knowledge can help or hinder learning.**

If students' prior knowledge is robust and accurate, it provides a strong foundation for building new knowledge. However, when knowledge is insufficient for the task or inaccurate, it can interfere with new learning.

2. **How students organize knowledge influences how they learn.**

Students naturally make connections between pieces of knowledge. When those connections form knowledge structures that are accurately and meaningfully organized, students are better able to retrieve and apply their knowledge effectively and efficiently.

3. **Students' motivation determines, directs, and sustains what they do to learn.**

When students find positive value in a learning goal or activity, expect to successfully achieve a desired learning outcome, and perceive support from their environment, they are likely to be strongly motivated to learn.

4. **To develop mastery, students must acquire skills, practice, and know when to apply what they have learned.**

Students must develop not only the component skills and knowledge necessary to perform complex tasks, they must also practice combining and integrating them to develop greater fluency and automaticity.

5. **Goal-directed practice coupled with targeted feedback enhances the quality of students' learning.**

Practice must be coupled with feedback that explicitly communicates to the student about their performance and how to progress.

6. **Students' learning is impacted by their social, emotional, and intellectual well-being.**

While we cannot control the developmental process, we can shape the intellectual, social, emotional, and physical

68. What can a school control related to a student's social and emotional development?

Understand that a student's social and emotional comfort affects their learning.

- ☐ A. the developmental process
- ☐ B. social and emotional climate of a classroom
- ☐ C. a student's beliefs
- ☐ D. nothing

69. Students learn at different paces, even when in the same class with the same instruction as other students. Which of the following is NOT a reason for this?

Understand that learning progresses from concrete understanding to more abstract reasoning and results in students learning at different paces.

- ☐ A. students' prior knowledge differs
- ☐ B. students' motivations differ
- ☐ C. students' ability to make connections differ
- ☐ D. students' opportunities for instruction differ

70. A student is taking more time than the other students to type up his essay on the computer. What type of assistive technology could support him completing his assignment?

Uses developmentally and age-appropriate strategies, materials, and technologies as directed by the teacher.

- ☐ A. speech recognition software
- ☐ B. jumbo grip pencils
- ☐ C. weighted vest
- ☐ D. bookmark timer

STANDARD 3

Idaho Paraprofessional Standard 3: The paraprofessional is knowledgeable regarding how students differ in their approaches to learning, and are able to adapt to students' diverse needs.

- Recall the difference between an IEP and 504.
- Recite that IEP and 504 information is confidential.
- Recognize common accommodations used in school settings.
- Recognize that students should develop skills to be independent learners.

For questions 71-74, use the following text.

What is the difference between an IEP and a 504 plan?

Some students require additional support through their educational career. IEPs and 504s are confidential, individualized plans that outline what support looks like for students who qualify.

	INDIVIDUAL EDUCATION PLAN (IEP)	504 Plan
Type of Law	Special Education - Individuals with Disabilities Act (IDEA)	Office of Civil Rights - Rehabilitation Act of 1973
Purpose	Outlines a plan to provide specialized academic instruction for a child who has a disability that interferes with their academic performance.	Provides accommodations to help a student access general education who does not require specialized academic instruction.
Requirements for Eligibility	Has a disability that: <ol style="list-style-type: none"> meets criteria under IDEA, significantly impacts educational performance, requires specialized services 	Has a disability that significantly impacts a major life function. Life activities include walking, seeing, hearing, speaking, breathing, learning, working, caring for oneself and performing manual tasks.
What are common accommodations?	Accommodations are changes to the curriculum, instruction, or testing format or procedures that allow a student to demonstrate their abilities WITHOUT fundamentally altering the requirements.	
	<ul style="list-style-type: none"> ● Listen to audio recordings instead of reading text ● Work with text in a larger print size ● Dictate answers to a scribe who writes or types ● Capture responses on an audio recorder ● Take a test in a small group setting 	<ul style="list-style-type: none"> ● Take more time to complete a task or a test ● Take frequent breaks, such as after completing a worksheet ● Scheduling accommodations ● Take a test in several timed sessions or over several days ● Take sections of a test in a different order ● Use an alarm to help with time management

71. What is the main difference between an IEP and 504?

Recall the difference between an IEP and 504.

- ☐ A. IEP is for a disability; 504 is not
- ☐ B. IEP provides specialized academic support; 504 provides accommodations for life functions
- ☐ C. IEP provides accommodations for life functions, 504 provides specialized academic support
- ☐ D. There is no difference, it's based on parental preference

72. True or False: Information about students, such as their IEP or 504 plans, may be shared with other students, families, or staff members.

Recite that IEP and 504 information is confidential.

- ☐ A. True
- ☐ B. False

73. Imagine that a student is struggling to complete a science task where he must describe the life cycle of a butterfly. All of the other students are writing their descriptions down on paper by hand, but this student specifically struggles with writing. Which accommodation, assuming it's appropriate for his IEP, would best allow the student to meet the grade-level science criteria?

Recognize common accommodations used in school settings.

- ☐ A. provide a copy of the teacher slideshow
- ☐ B. allow the student to describe the life cycle orally
- ☐ C. move the student to an individual desk away from other students
- ☐ D. give the student more time to complete the task

74. Which of these statements show a paraprofessional prompting a student to be an independent learner?

Recognize that students should develop skills to be independent learners.

- ☐ A. provide a copy of the teacher slideshow
- ☐ B. allow the student to describe the life cycle orally
- ☐ C. move the student to an individual desk away from other students
- ☐ D. give the student more time to complete the task

STANDARD 4

For question 78, use the following text.

Idaho Paraprofessional Standard 4: The paraprofessional utilizes a variety of instructional strategies to assist the teacher/provider in meeting students' needs.

- Understand that students from diverse experiential, cultural, economic, and language backgrounds may need different strategies for learning.
- Recognize common instructional strategies used in school settings.

75. A student with ADHD is asked to complete a project on the state capitol building, including researching, writing a speech, and presenting in front of his classmates. He is struggling to know where to start. What instructional strategy could you use to help him identify which task he should start with?

Understand that students from diverse experiential, cultural, economic, and language backgrounds may need different strategies for learning.

- ☐ A. minimize distractions
- ☐ B. highlight important ideas
- ☐ C. break task into smaller segments
- ☐ D. allow for movement opportunities

76. A student is off-task and playing with the items on his desk. Which instructional strategies could you use?

Recognize common instructional strategies used in school settings.

- ☐ A. provide organizational tools & highlight important ideas
- ☐ B. adapted instruction & use of timers
- ☐ C. provide uncluttered workspace & provide structured breaks
- ☐ D. behavioral expectations & color coding

77. You are working with a small group of students to read a short story. You ask the students to follow along on the page as you read with their finger, and occasionally, you stop reading and have the students "fill in the blank" before you continue. What are these instructional strategies supporting?

Recognize common instructional strategies used in school settings.

- ☐ A. reading fluency
- ☐ B. engagement
- ☐ C. reading fluency & engagement
- ☐ D. none of the above

The Effects of Round Robin Reading

Round Robin reading (RRR) has been a classroom staple for over 200 years and an activity that over half of K-8 teachers report using one of its many forms, such as popcorn reading. RRR's popularity endures despite evidence that the practice is ineffective for its stated purpose: enhancing fluency, word decoding, and comprehension.

Furthermore, RRR:

Stigmatizes poor readers. Imagine the terror that English language learners face when made to read in front of the entire class.

Weakens comprehension. Listening to a peer orally read too slowly, too fast, or too haltingly weakens learners' comprehension.

Sabotages fluency and pronunciation. Struggling readers model poor fluency skills and pronunciation. When instructors correct errors, fluency is further compromised.

Adapted from: Finley, T. (2014, 121). 11 Alternatives to Round Robin (and Popcorn) Reading. Edutopia. Retrieved from: <https://www.edutopia.org/blog/alternatives-to-round-robin-reading-todd-finley>

78. Based on the research in the text, is Round Robin Reading an effective strategy to use in classrooms?

Recognize common instructional strategies used in school settings.

- ☐ A. Yes, it has been used for over 200 years, so it must work.
- ☐ B. Yes, it improves student reading fluency and improves comprehension.
- ☐ C. No, teachers should use Popcorn reading instead of Round Robin Reading.
- ☐ D. No, Round Robin Reading is more detrimental than helpful because it is ineffective for its stated purpose.

STANDARD 5

Idaho Paraprofessional Standard 5: The paraprofessional understands the importance of and assists in creating a positive educational environment.

- Use proactive behavior and learning strategies developed by the teacher/school/district that maintain positive learning environments.

For question 79-80, use the following text.

Positive Educational Environments

Behavior is a means of communication. Consider what the student is trying to tell you with the behavior. Behind most behaviors exists a skill deficit, such as:

- Language and social difficulties
- Sensory processing difficulties
- Academic and writing skill deficits
- Difficulties managing stress and anxiety
- Attention difficulties
- Difficulties with self esteem
- Organizational difficulties

Tips for providing a positive environment:

DO

- Do encourage, expect, and reinforce age appropriate behavior, even with students with lower cognitive abilities.
- Do state directions and expectations in a simple, explicit, and positive manner.
- Do tell the students what they are supposed to do. For instance, instead of saying "Don't run", say "Please walk in the halls".
- Do offer students choices to avoid a power struggle. Rather than say "Don't tap your pencil", state "Would you rather put your pencil in your pencil case or in your desk."
- Do provide positive reinforcement. When offering positive reinforcement, state what you like about the behavior. Rather than just saying say "good job", state "I like the way you raised your hand to participate."

DON'T

- Don't overreact to inappropriate behavior. Some students may be reinforced by negative attention, which may increase inappropriate behaviors.
- Don't respond to every behavior a student displays. When possible, ignore attention seeking behaviors that are not disruptive to the classroom.
- Don't focus on punitive consequences or loss of privileges.
- Don't discuss incidents of behavior that occurred in the past.
- Don't take student behavior and language personally.

79. Every behavior from a student requires an immediate response from an adult, no matter how big or small, to keep the classroom a positive education environment.

Use proactive behavior and learning strategies developed by the teacher/school/district that maintain positive learning environments.

- ☐ A. true
- ☐ B. false

80. Which of the following is the most effective positive reinforcement statement for increasing positive behavior?

Use proactive behavior and learning strategies developed by the teacher/school/district that maintain positive learning environments.

- ☐ A. "Great job! That's amazing."
- ☐ B. "Wow, you're a rockstar!"
- ☐ C. "You look so cute in that dress today!"
- ☐ D. "I've noticed how well you're keeping your hands to yourself in line today. You are being such a great role model for other students today."

81. A teacher has a classroom behavior system to reward positive behavior. You saw a student do something awesome, and wanted to reward them with a candy bar you brought from home. What should you do?

Use proactive behavior and learning strategies developed by the teacher/school/district that maintain positive learning environments.

- ☐ A. Give them the candy.
- ☐ B. Give them the candy, but tell the teacher about it.
- ☐ C. Give immediate positive reinforcement verbally, and record the behavior to share with the teacher later.
- ☐ D. Use the teacher's classroom behavior system to reward the student, assuming you've already spoken and agreed with the teacher about how and when to use the system.

STANDARD 6

Idaho Paraprofessional Standard 6: The paraprofessional uses various communication techniques to effectively meet students' needs.

- Understand the importance of communicating with students in a respectful manner at all times.
- Recognize the importance of sharing information multiple ways with students (verbally, in writing, with images, modeling, etc.) and checking for their understanding.

For questions 82-84, use the following text.

Keys to Effective Communication

When communicating with students, remember to:

- Maintain a close proximity and use a low volume.
- Provide clear and simply stated directions of what you expect the child to do, instead of telling them what you don't want them to do.
- Repeat back to the student what you think they are saying to clarify what they mean.
- Some children may require a model, picture, or sign of the action paired with the verbal direction.
- Use age appropriate language.

For example:

Instead of saying:	Say:
"No yelling!"	"Use an inside voice"
"Don't run!"	"Use walking feet." "Walk, please."
"Stop shouting out!"	"When you raise your hand, the teacher will answer your question".

82. Effective or ineffective? A student yells across the room to the teacher that he needs a new pencil. In response, the teacher yells back that he needs to stop yelling or he'll lose recess time.

Understand the importance of communicating with students in a respectful manner at all times.

- ☐ A. Effective
- ☐ B. Ineffective

83. Effective or ineffective? A student continually shouts out during class. He is disruptive and rude. The teacher responds by getting close to the student, whispering a clear request for what his behavior should look like, and then positively reinforces a different student for showing that positive behavior.

Understand the importance of communicating with students in a respectful manner at all times.

- ☐ A. Effective
- ☐ B. Ineffective

84. A paraprofessional is about to take a group of students down the hall to another room for the first time. She wants to verbally tell the kids that there is no running allowed in the hallway. Which of the following would be the most effective way to communicate this request to students?

Recognize the importance of sharing information multiple ways with students (verbally, in writing, with images, modeling, etc.) and checking for their understanding.

- ☐ A. No change needed - it's already very clearly communicated
- ☐ B. Verbally tell the kids "we will walk in the hallway"
- ☐ C. Verbally tell the kids "we will walk in the hallway" and ask a student to model what respectful walking looks like
- ☐ D. Verbally tell the kids "we will walk in the hallway", ask a student to model what respectful walking looks like, hold a sign with a picture as a visual reminder to walk, and reinforce the positive behavior with comments such as "wow, I like how you're walking".

STANDARD 7

Idaho Paraprofessional Standard 7: The paraprofessional delivers teacher/provider designed instructional plans effectively based upon knowledge of the students, subject areas, community, and curriculum goals.

- Understand and delineate the role of a para vs that of a teacher.
- Understand the importance of knowing the learning target before providing instruction (including IEP goals of individual students).

For questions 85-91, use the following text.

What are the differences between paraprofessionals and teachers?

Teacher Duties	Paraprofessional Duties
Provide instruction	Support the work of the teacher
Set the environment of the classroom	Follow the teacher's guidance and direction
Develop all lesson plans	Become familiar with lesson plans
Teach new academic content	Reinforce content taught by teacher
Evaluate student understanding of academic content	Provide feedback to teacher regarding observed student success
Provide additional teaching as needed	Reinforce academic content
Develop and implement summative assessments	Review content with students prior to an assessment
Develop interventions	Support and reinforce interventions
Develop behavior management plans	Monitor and report behavior in accordance with the behavior management plan
Provide intensive, direct services to students with IEPs	Support and reinforce practices provided by the teacher, under the supervision of the teacher

For questions 85-90, write a T if the statement is what a teacher is responsible for, or write a P if the statement is what a paraprofessional is responsible for.

Understand and delineate the role of a para vs that of a teacher.

T or P

85. Execute the activities that were provided for small group interventions.

86. Record and report behavior as outlined in the behavior plan.

87. Determine which students need additional teaching.

88. Reinforce the lessons that the students already received.

89. Provide intensive, direct instruction to students.

90. Set up the rules and boundaries of the classroom.

91. What must a paraprofessional know before a working with a student on an assignment?

Understand the importance of knowing the learning target before providing instruction (including IEP goals of individual students).

- ☐ A. What skill is being practiced on the assignment and how the teacher previously taught it
- ☐ B. What individual accommodations the student needs, according to their IEP
- ☐ C. What materials or resources were used to teach the skill
- ☐ D. all of the above

STANDARD 8

Idaho Paraprofessional Standard 8: The paraprofessional supports the teacher/provider in observing and collecting data related to the student.

- Understand the importance of reporting in a timely and accurate manner.
- Understand that student data is confidential.

For questions 92-94, use the Frequency Behavior Chart below.

92. After looking at Ethan's behavior chart, what can we conclude about Ethan's behaviors?

Understand the importance of reporting in a timely and accurate manner.

- ☐ A. Ethan does not want to participate and has no interest in school.
- ☐ B. Ethan does not have any friends.
- ☐ C. Ethan's behaviors escalate when he is outside of his regular teacher's classroom.
- ☐ D. Ethan's goals are too easy for him.

93. True or False: A student's academic or behavior data is confidential.

Understand that student data is confidential.

- ☐ A. True
- ☐ B. False

94. After completing Ethan's chart, when should the paraprofessional submit the data to the teacher?

Understand the importance of reporting in a timely and accurate manner.

- ☐ A. whenever the paraprofessional has a moment
- ☐ B. during parent-teacher conferences
- ☐ C. the next day
- ☐ D. at the agreed upon time set prior between the teacher and paraprofessional

Frequency Behavior Chart

Student: Ethan

Date: September 1st, 2023

Schedule	Behavior 1 Shouting Out	Behavior 2 Leaving his Seat	Behavior 3 Refusing to Comply
9:00 – 9:30	Y N	Y N	Y N
9:30 – 10:00	Y N	Y N	Y N
10:00 – 10:30 Recess	N/A	N/A	Y N
10:30 – 11:00	Y N	Y N	Y N
11:00 – 11:30 Library	Y N	Y N	Y N
11:30 – 12:00 Music	Y N	Y N	Y N
12:00 – 12:30 Lunch	Y N	Y N	Y N
1:00 – 1:30	Y N	Y N	Y N
1:30 – 2:00	Y N	Y N	Y N
2:00 – 2:30	Y N	Y N	Y N
2:30 – 3:00	Y N	Y N	Y N
3:00 – 3:40	Y N	Y N	Y N
Total:			

STANDARD 9

STANDARD 10

Idaho Paraprofessional Standard 9: The paraprofessional engages in meaningful professional development on a regular basis.

- Commit to ongoing reflection, assessment, and learning as a process for all adults on campus.
- Ask for and accept feedback from the teacher/supervisor.

95. A paraprofessional has been asked to work with a group of students while using a new reading program. The paraprofessional has never used the program before, and doesn't know much about it. What should the paraprofessional do?

Commit to ongoing reflection, assessment, and learning as a process for all adults on campus.

- ☐ A. Ask the teacher to model it.
- ☐ B. Read the program instructions.
- ☐ C. Try and figure it out while teaching the program.
- ☐ D. Ask the teacher to model it and read the program instructions.

96. A paraprofessional is working with a small group of students on math. After a week, the strategies the teacher asked the para to use are not working with the students. What should the para do?

Ask for and accept feedback from the teacher/supervisor.

- ☐ A. Google new strategies to teach math.
- ☐ B. Talk with the teacher about the struggles and ask them to model/change the strategies.
- ☐ C. Show the students a YouTube video about the math.
- ☐ D. Switch students to a new group.

97. A student is on a behavior plan, and is refusing to complete their assignment. The paraprofessional tries to help the student, but the student continues to escalate and has a meltdown. What should the para do at their next meeting with the teacher?

Commit to ongoing reflection, assessment, and learning as a process for all adults on campus.

- ☐ A. Without explanation, ask to have the student moved to work with a different paraprofessional.
- ☐ B. Explain how they implemented the behavior plan and reflect with the teacher about possible next steps.
- ☐ C. Make a formal complaint to the principal
- ☐ D. Draft and send an email to parents and copy the teacher before the meeting

Idaho Paraprofessional Standard 10: The The paraprofessional interacts in a professional manner with colleagues, parents, and other members of the community.

- Understands the school/district policies and procedures regarding professional conduct.
- Exhibits a high level of customer service towards all district staff, students, and patrons.

98. Image you are in the front office of the school, and a parent walks in. The school secretary is out delivering a message to a classroom. What should you, the paraprofessional, do in this situation?

Exhibits a high level of customer service towards all district staff, students, and patrons.

- ☐ A. Nothing, it's not the job of a paraprofessional to do front office duties.
- ☐ B. Greet the parent in a warm and friendly manner, and offer to assist until the secretary returns.
- ☐ C. Leave and go get the secretary.
- ☐ D. Tell the parent to wait.

99. The classroom teacher and paraprofessional disagree about what the appropriate dress code is for adults on campus. How can the paraprofessional determine what is appropriate?

Understands the school/district policies and procedures regarding professional conduct.

- ☐ A. The paraprofessional should follow whatever the teacher says.
- ☐ B. The dress code is a personal decision.
- ☐ C. The paraprofessional should check with the district policies and procedures for the adult dress code.
- ☐ D. None of the above.

100. A paraprofessional witnesses an altercation between two students, and they are asked to document it via an email to the teacher and assistant principal. Knowing that emails may be viewable by parents, which is the most professional description of the behavior for the paraprofessional to use?

Understands the school/district policies and procedures regarding professional conduct.

- ☐ A. Mason was being a bully, so Katie defended herself by shoving him into the lockers.
- ☐ B. Mason and Katie are trouble-makers, and they consistently fight at school.
- ☐ C. I heard Mason say "You better stay away from me, or I will punch you." Katie then pushed Mason into the lockers.
- ☐ D. I witnessed Katie push Mason into the lockers after he threatened her.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023**

SUBJECT

Registered Teacher Apprenticeship Program

REFERENCE

June 14, 2022

Board approved legislative ideas, including one related to the development of an instructional staff registered apprenticeship program.

July 1, 2023

Senate Bill 1069 made administrative changes in the current certification requirements to allow for the creation of a registered teacher apprenticeship program.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201

BACKGROUND

Senate Bill 1069 (2023) made administrative changes in the current certification requirements to allow individuals who complete a teacher apprenticeship program that is registered with the U.S. Department of Labor and approved by the State Board of Education to be eligible for certification. The amendments to Idaho Code § 33-1201 allow for a student serving in a practicum, internship, or student-teaching position under the supervision of a certificated staff person to be paid. The amendments also allow individuals who successfully complete an approved registered apprenticeship program to be eligible for standard certification.

In July 2023, Board staff began facilitating work sessions to obtain recommendations for Idaho's first registered teacher apprenticeship. A main workgroup of more than twenty individuals and several subgroups were convened. The main work group consisted of the State Board president, educator preparation program staff, K-12 practitioners, State Department of Education staff, Idaho Division of Career Technical Education staff, an Idaho-approved educator preparation provider accreditor, Idaho Business for Education staff member, Idaho Department of Labor staff, Idaho Education Association president and Idaho Education Association/National Education Association member, legislators, and apprenticeship intermediary staff. Additional discussions were held with subgroups on several occasions.

The workgroup membership and meeting schedule is included in these materials as Attachment 2 and Attachment 3.

The main work group met for a total of fourteen hours across three meetings: July 20, 2023, September 26, 2023, and November 9, 2023. The educator preparation provider subgroup met on August 17, 2023 and November 2, 2023. Progress on the development of the registered teacher apprenticeship program standards was shared at the regional superintendent meetings in September. Input from superintendents was shared with the main work group.

The discussions of the workgroup and the subgroups informed the proposed Registered Apprenticeship Program (RAP) presented to the Board for consideration.

DISCUSSION

RAPs provide a “flipped” pathway to becoming a certificated teacher. In a traditional pathway, a prospective teacher spends four years as a full-time student, completing a semester or two of student teaching at the end of the program. In an apprenticeship model, the pathway is flipped. The prospective teacher works full-time in a classroom, under the supervision of a mentor, for one to three years while completing a personalized plan of formal training and demonstrating on-the-job and related technical instruction competencies. Upon completion of the RAP, the apprentice becomes a fully-certified teacher.

RAPs are driven by employers. In the proposed structure, a Local Education Agency (LEA) is the employer. An LEA that identifies a candidate for a teaching position that is not eligible for other paths to certification may choose to hire an employee and apply for an apprenticeship through the RAP sponsor (the Board). The employer and the sponsor then collaborate on the development of a training plan, which is individualized for each apprentice within the boundaries of an established RAP structure.

The structure of the RAP requires an approved apprentice to be employed and complete a minimum of 2,000 hours of on-the-job training and a minimum of 144 hours of related technical instruction training each year. An apprentice that enters the program with more experience and prior learning may take as little as one year to complete the apprenticeship. An apprentice entering the program with less experience and prior learning may take as many as three years to complete the apprenticeship.

The RAP specifies the on-the-job and related technical instruction competencies an apprentice is expected to master. There are also additional requirements such as passing content area assessments and completing Idaho required courses such as the Teaching Mathematical Thinking course and the Comprehensive Literacy course.

The structure of the proposed Registered Teacher Apprenticeship Program is included in these materials as Attachment 1.

If an apprentice’s application and individual plan are approved, the employee is considered an apprentice. The LEA, due to the changes effected by Senate Bill 1069, may report an apprentice as a classified employee for salary funding purposes. LEAs that have reached their funding cap for classified employees may not be eligible for this funding and would have to use discretionary funds. Adjusting this cap could be an area of focus for the Board in the future.

The sponsor, employee, and apprentice participating in a RAP are eligible to apply for various grants that they would not be eligible for without RAP status. However,

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RAP grants are applicable on an apprentice-by-apprentice basis. Which funding and how much funding are available to a sponsor, employer, or apprentice cannot be determined until the teacher apprenticeship program is approved and an apprentice is enrolled. Competitive grants exist and awards may be used to offset the cost to LEAs for things like mentorship stipends or training. Other competitive grant funds may be used to offset the cost to apprentices for things like assessment fees and childcare during training for apprentices.

The goal of an apprenticeship program is to create a pathway for candidates who do not have the opportunity to stop working full-time while they pursue certification through a more traditional pathway along with those who are place-bound. It provides a pathway for LEAs to select candidates they want to hire and whose development they are invested in, but who are not able to pursue certification through other pathways.

IMPACT

If the Board approves the registered teacher apprenticeship program standards as presented, then the Office of the State Board of Education staff can submit the standards to the Idaho Department of Labor/U.S. Department of Labor for approval. Upon approval from the Idaho Department of Labor/U.S. Department of Labor, the program will be available for Idaho LEAs.

If approved, Board staff will work with various stakeholders over the next few months to finalize implementation procedures and begin exploring funding mechanisms as well as a second RAP for special education teachers.

If the Board approves moving forward with this RAP, the Idaho Department of Labor will also proceed with hiring an Apprenticeship Program Specialist to be hosted in the OSBE office and tasked with supporting OSBE and IDCTE apprenticeship programs.

ATTACHMENTS

- Attachment 1 – Registered Teacher Apprenticeship Standards
- Attachment 2 – Work Group Members
- Attachment 3 – Meeting Schedule

STAFF COMMENTS AND RECOMMENDATIONS

Through the workgroup process many perspectives were shared. While there is a general consensus among the workgroup that the proposed RAP will be presented to the Board for approval as it is presented in Attachment 1, two specific points of disagreement were brought forward: 1) the proposed RAP does not require (but would provide a pathway to) a baccalaureate degree, and 2) the proposed RAP does not prevent an apprentice from being reported as the Teacher of Record prior to completing the apprenticeship.

The apprenticeship structure is new to the field of education, and research on the efficacy of such programs is light. The idea for Idaho's teacher apprenticeship

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program was developed in 2022. In the summer of 2023, The Pathways Alliance (a national organization) published guidelines for the establishment of similar programs.¹

The guidelines recommend that all teacher apprenticeship programs require completion of a baccalaureate degree for exit and prior to being issued full certification. The guidelines also recommend that apprentices not be allowed to be reported as the Teacher of Record until after completion of the apprenticeship.

There are 85 teacher apprenticeship programs registered with the U.S. Department of Labor. Only a few participating states have programs similar to this proposal before the Board, including, but not limited to, Florida, Arizona, and Colorado.

While the proposed RAP would not require an apprentice to earn a baccalaureate degree to be issued a standard instructional certificate upon completion of the apprenticeship, at least one pathway to a baccalaureate degree has been fully articulated. The proposed RAP leaves the decision to pursue a degree up to the apprentice. A second RAP is under development for special education teacher apprentices. A baccalaureate degree is a federal requirement for special education teachers, so it would be a requirement for an Idaho RAP. Stakeholders agree that because special education is an identified teacher shortage area (see Idaho's federal Title II report), creating a second RAP for this area is desirable.

Regarding the second point of disagreement, the proposed RAP would leave the decision of whether to record an apprentice as a Teacher of Record up to the Superintendent of the LEA. Under current law, this decision falls to the LEA for teachers enrolled in other alternative certification pathways. The proposed RAP does not expressly disallow an LEA's reporting of an apprentice as a teacher of record because it may be unnecessary to remove that decision-making authority when it already exists.

Not all stakeholders agree on the proposed RAP structure, however stakeholders generally expressed support for the concept of RAPs and for developing creative pathways to certification. Members of the larger workgroup and of the subgroups have reached out to assist with refining some of the implementation pieces (i.e. rubrics, potential coursework, etc.).

Board staff recommends approval of the proposed RAP.

BOARD ACTION

I move to approve the registered teacher apprenticeship standards, as submitted in Attachment 1.

¹ The U.S. Department of Education press release noting these guidelines can be found here: <https://www.ed.gov/news/press-releases/education-labor-departments-announce-new-efforts-to-advance-teacher-preparation-programs-and-expand-registered-apprenticeships-educators>.

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Moved by _____ Seconded by _____ Carried Yes _____ No _____



Registered Apprenticeship Standards

- ☐ National Program Standards ☐ National Guidelines for Apprenticeship Standards
☒ Local Apprenticeship Standards



*Idaho State Board of Education
650 West State Street 3rd Floor
Boise, 18856, 83702*

Occupation: *Multiple*

O*NET-SOC Code: *See Appendix A* RAPIDS Code: *See Appendix A*

In Coordination with the Idaho Department of Labor

Developed in Cooperation with the
U.S. Department of Labor
Office of Apprenticeship

Approved by the
U.S. Department of Labor
Office of Apprenticeship

Registered By: **ROBERT SNYDER**

Signature:

Title: **STATE DIRECTOR, IDAHO**

Office of Apprenticeship **REGION 6**

Date: _____

Registration Number: _____

☐ Check here if these are revised Standards



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SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

- A. **Responsibilities of the sponsor:** Idaho State Board of Education must conduct, operate, and administer this program in accordance with all applicable provisions of Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30, and all relevant guidance issued by the Office of Apprenticeship (OA). The sponsor must fully comply with the requirements and responsibilities listed below and with the requirements outlined in the document “Requirements for Apprenticeship Sponsors Reference Guide.”

Sponsors shall:

- Ensure adequate and safe equipment and facilities for training and supervision and provide safety training for apprentices on-the-job and in related instruction.
- Ensure there are qualified training personnel and adequate supervision on the job.
- Ensure that all apprentices are under written apprenticeship agreements incorporating, directly or by reference, these Standards and the document “Requirements for Apprenticeship Sponsors,” and that meets the requirements of 29 CFR § 29.7. Form ETA 671 may be used for this purpose and is available upon logging into RAPIDS.
- Register all apprenticeship Standards with the U.S. Department of Labor, including local variations, if applicable.
- Submit apprenticeship agreements within 45 days of enrollment of apprentices.
- Arrange for periodic evaluation of apprentices’ progress in skills and technical knowledge, and maintain appropriate progress records.
- Notify the U.S. Department of Labor within 45 days of all suspensions for any reason, reinstatements, extensions, transfers, completions and cancellations with explanation of causes. Notification may be made in RAPIDS or using the contact information in Section K.
- Provide each apprentice with a copy of these Standards, Requirements for Apprenticeship Sponsors Reference Guide, Appendix A, and any applicable written rules and policies, and require apprentices to sign an acknowledgment of their receipt. If the sponsor alters these Standards or any Appendices to reflect changes it has made to the apprenticeship program, the sponsor will obtain approval of all modifications from the Registration Agency, then provide apprentices a copy of the updated Standards and Appendices and obtain another acknowledgment of their receipt from each apprentice.
- Adhere to Federal, State, and Local Law Requirements -- The Office of Apprenticeship’s registration of the apprenticeship program described in these Standards of Apprenticeship on either a nationwide basis (under the National



Program Standards of Apprenticeship) or within a particular State, and the registration of individual apprentices under the same program, does not exempt the program sponsor, and/or any employer(s) participating in the program, and/or the individual apprentices registered under the program from abiding by any applicable Federal, State, and local laws or regulations relevant to the occupation covered by these Standards, including those pertaining to occupational licensing requirements and minimum wage and hour requirements.

The program's Standards of Apprenticeship must also conform in all respects with any such applicable Federal, State, and local laws and regulations. Any failure by the program to satisfy this requirement may result in the initiation of deregistration proceedings for reasonable cause by the Office of Apprenticeship under 29 CFR § 29.8.

B. Minimum Qualifications - 29 CFR §29.5(b)(10)

An apprentice must be at least 18 years of age, except where a higher age is required by law, and must be employed to learn an apprenticeable occupation. Please include any additional qualification requirements as appropriate (optional):

☒ Other See Appendix A

C. Apprenticeship Approach and Term - 29 CFR § 29.5(b)(2)

The apprenticeship program(s) will select an apprenticeship training approach. The approach is notated in Appendix A, APPRENTICESHIP APPROACH.

D. Work Process Schedule and Related Instruction Outline - 29 CFR § 29.5(b)(4)

Every apprentice is required to participate in related instruction in technical subjects related to the occupation. Apprentices ☐ will ☒ **will not** be paid for hours spent attending related instruction classes. The Work Process Schedule and Related Instruction Outline are outlined in Appendix A.

E. Credit for Previous Experience - 29 CFR § 29.5(b)(12)

Apprentice applicants seeking credit for previous experience gained outside the apprenticeship program must furnish such transcripts, records, affidavits, etc. that may be appropriate to substantiate the claim. Idaho State Board of Education will evaluate the request for credit and make a determination during the apprentice's probationary period.

F. Probationary Period - 29 CFR § 29.5(b)(8) and (20)

Every applicant selected for apprenticeship will serve a probationary period which may not exceed 25 percent of the length of the program or 1 year whichever is shorter. The probationary period is notated in Appendix A, PROBATIONARY PERIOD.

G. Ratio of Apprentices to Journeyworkers - 29 CFR § 29.5(b)(7)

Every apprenticeship program is required to provide an apprenticeship ratio of apprentices to journeyworkers for adequate supervision. The ratio is notated in Appendix A, RATIO OF APPRENTICES TO JOURNEYWORKERS.

H. Apprentice Wage Schedule - 29 CFR § 29.5(b)(5)

Apprentices must be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate. The progressive wage schedule is notated in Appendix A, APPRENTICE WAGE SCHEDULE.

**I. Equal Employment Opportunity and Affirmative Action****1. Equal Opportunity Pledge - 29 CFR §§ 29.5(b)(21) and 30.3(c)(1)**

Idaho State Board of Education will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy, gender identity, and sexual orientation), sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older.

Idaho State Board of Education will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

2. Affirmative Action Program - 29 CFR §§ 29.5(b)(21), 30.4-30.9

Idaho State Board of Education acknowledges that it will adopt an affirmative action plan in accordance with 29 CFR §§ 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5th) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship's website.

3. Selection Procedures - 29 CFR § 30.10

Every sponsor will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). The selection procedures for each occupation for which the sponsor intends to train apprentices are notated in Appendix A, SELECTION PROCEDURES.

J. Complaint Procedures - 29 CFR §§ 29.5(b)(22), 29.7(k), 29.12, and 29 CFR § 30.14

If an applicant or an apprentice believes an issue exists that adversely affects the apprentice's participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or Standards, the applicant or apprentice may seek relief. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law. Below are the methods by which apprentices may send a complaint:

- 1. Complaints regarding discrimination.** Complaints must contain the complainant's name, address, telephone number, and signature, the identity of the respondent, and a short description of the actions believed to be discriminatory, including the time and place. Generally, a complaint must be filed within **300** days of the alleged discrimination. Complaints of discrimination should be directed to the following contact:

U.S. Department of Labor, Office of Apprenticeship

200 Constitution Ave. NW, Washington, DC 20210

Telephone Number: (202) 693-2796

Email Address: ApprenticeshipEEOcomplaints@dol.gov

Point of Contact: Director, Division of Registered Apprenticeship and Policy

Attn: Apprenticeship EEO Complaints

You may also be able to file complaints directly with the EEOC, or State fair employment practices agency.



2. **Other General Complaints.** The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within 15 days of the alleged violation(s). The sponsor will make such rulings as it deems necessary in each individual case within 30 days of receiving the written notification:

Name: *Jenn Thompson*

Address: *650 West State Street 3rd Floor Boise, 18856, 83702*

Telephone Number: *(208) 332-1582*

Email Address: *Jenn.Thompson@osbe.idaho.gov*

Any complaint described above that cannot be resolved by the program sponsor to the satisfaction of all parties may be submitted to the Registration Agency provided below in Section K.

K. Registration Agency General Contact Information 29 CFR § 29.5(b)(17)

The Registration Agency is the United States Department of Labor's Office of Apprenticeship. General inquiries, notifications and requests for technical assistance may be submitted to the Registration Agency using the contact information below:

Name: *US/DOL/OA, Robert Snyder, Idaho State Director*

Address: *1387 S. Vinnell Way, #110, Boise, ID 83709*

Telephone Number: *208-321-2973*

Email Address: *Snyder.robert@dol.gov*

L. Reciprocity of Apprenticeship Programs 29 CFR § 29.13(b)(7)

States must accord reciprocal approval for Federal purposes to apprentices, apprenticeship programs and standards that are registered in other States by the Office of Apprenticeship or a Registration Agency if such reciprocity is requested by the apprenticeship program sponsor.

Program sponsors seeking reciprocal approval must meet the wage and hour provisions and apprentice ratio standards of the reciprocal State.

SECTION II - APPENDICES AND ATTACHMENTS

- ☒ **Appendix A** – *Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures, and Probationary Period*
- ☐ **Appendix B** – *ETA 671 - Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship (To be completed **after** registration. Sample attached)*
- ☐ **Appendix C** – *Affirmative Action Plan (Required within two years of registration unless otherwise exempt per 29 CFR §30.4(d))*
- ☐ **Appendix D** – *Employer Acceptance Agreement (For programs with multiple-employers only)*

**SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)**

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), by signing these program Standards, the program sponsor official whose name is subscribed below assures and acknowledges to the U.S. Department of Labor's Office of Apprenticeship the following regarding certain G.I. Bill and other VA-administered educational assistance referenced below (and described in greater detail at the VA's website at: <https://www.va.gov/education/eligibility>) for which current apprentices and/or apprenticeship program candidates may be eligible:

- (1) The program sponsor is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program;
- (2) The program sponsor will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits an veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and
- (3) The program sponsor will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

NOTE: The aforementioned requirements of Public Law 116-134 shall apply to "any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act" (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to these requirements.

**SECTION IV - SIGNATURES****OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS**

The undersigned sponsor hereby subscribes to the provisions of the foregoing Apprenticeship Standards formulated and registered by **Idaho State Board of Education**, on this ____ day of _____, **2023**.

The signatories acknowledge that they have read and understand the document titled "Requirements for Apprenticeship Sponsors Reference Guide" and that the provisions of that document are incorporated into this agreement by reference unless otherwise noted.

Signature of Sponsor (designee)

Kathleen Shoup
Printed Name

SECTION V - DISCLOSURE AGREEMENT—FOR NATIONAL PROGRAM STANDARDS AND LOCAL STANDARDS ONLY (Optional)

OA routinely makes public general information relating to Registered Apprenticeship programs. General information includes the name and contact information of the sponsor, the location of the program, and the occupation(s) offered. **OA routinely publicly releases the contents of applications for National Guidelines for Apprenticeship Standards.**

In addition, sponsors submitting National Program Standards or Local Standards have the option of allowing OA to share publicly the contents of a sponsor's application for registration to assist in building a high-quality National Apprenticeship System. This may include a copy of the Standards, Appendix A, and Appendix D (as applicable), but not completed versions of ETA Form 671 or Appendix C "Affirmative Action Plan" because those documents are submitted after a sponsor's application is approved and the program is registered. **Please note that OA will consider a sponsor's application as releasable to the public unless the sponsor requests non-disclosure by signing below.**

I, _____, acting on behalf of **Idaho State Board of Education** request that OA not publicly disclose this application, other than general information about the program, as described above as it is considered confidential commercial information and steps are taken to preserve it. Further, I understand that if OA receives a request for this application pursuant to 5 U.S.C. 552, we may be contacted to support OA's withholding of the information, including in litigation, if necessary. I understand that my request that OA not publicly disclose this application will remain in effect, including with respect to subsequent amendments to this application, unless and until I notify OA otherwise.

Signature of Sponsor (designee)

Date

Kathleen Shoup
Printed Name



Appendix A

WORK PROCESS SCHEDULE

AND

RELATED INSTRUCTION OUTLINE

**Appendix A****WORK PROCESS SCHEDULE****K-12 TEACHER****O*NET-SOC CODE: 25-3099.00 RAPIDS CODE: 3024CB**

This schedule is attached to and a part of these Standards for the above identified occupation.

1. APPRENTICESHIP APPROACH☐ Time-based☒ Competency-based☐ Hybrid**2. TERM OF APPRENTICESHIP**

The term of the occupation shall be competency-based, supplemented by the minimum recommended 144 hours of related instruction per year. As per [USDOL Circular 2016-1](#), Competency-based approach" [Section 29.5(b)(2)(ii)] provides for the apprentice's progression through apprenticeship through the acquisition of identified and measured competencies. Competencies should be identified and defined through a valid occupational-job task analysis method and directly related to the occupation and the on-the-job learning. Occupations need to be a minimum of 2,000 hours of on-the-job learning, as required by Section 29.4, Criteria for an apprenticeable occupation, and supplemented with the required related technical instruction. An apprentice must be registered in an approved competency-based occupation for twelve (12) calendar months of on-the-job learning. A competency-based approach does not require hours to be assigned in the processes. Maximum allowable credit for prior work experience is 50 percent of training.

The term of this **TEACHER** apprenticeship may be as many as 3 years with an OJL attainment of 6000 hours, supplemented by the minimum required 432 hours of related instruction.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The apprentice to journeyworker ratio is: 2 Apprentice to 1 Journeyworker.

4. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate, which is: \$40,000 per year.

Period	Hours/Competencies	Minimum Wage
1	Year 1 apprentice	\$10.00/hr
2	Year 2 apprentice	\$11.00/hr
3	Year 3 apprentice	\$12.00/hr



5. PROBATIONARY PERIOD

Every applicant selected for apprenticeship will serve a probationary period of 90 days.

6. SELECTION PROCEDURES

Please see page A-10.

**Appendix A****ON-THE-JOB LEARNING OUTLINE****K-12 TEACHER****O*NET-SOC CODE: 25-3099.00 RAPIDS CODE: 3024CB****REQUIREMENTS:****To enter the Apprenticeship Program:**

An apprentice must be at least 18 years of age, except where a higher age is required by law, and must be employed to learn an apprenticeable occupation.

- ☒ There is an educational requirement of: Obtained a high school diploma/GED
- ☐ There is a physical requirement of:
- ☐ The following aptitude test(s) will be administered:
- ☐ A valid driver's license is required.
- ☐ Other:

ON-THE-JOB LEARNING – WORK PROCESS SCHEDULE

Every registered apprenticeship teacher program includes structured on-the-job learning. On-the-job training is developed through mapping the skills and knowledge that the apprentice must learn over the course of the registered apprenticeship teacher program in order to be fully proficient in the job.

ON-THE-JOB LEARNING:**Alignment of the Idaho Framework for Teaching Evaluation:****On – The – Job Learning Competencies:**

- State-Board Approved Idaho Framework for Teaching Evaluation
 - Use of Idaho Framework for Teaching Evaluation Rubrics

Idaho Framework for Teaching Evaluation**Domain 1 – Planning and Preparation**

- i. *Demonstrating Knowledge of Content and Pedagogy*
- ii. *Demonstrating Knowledge of Students*
- iii. *Setting Instructional Outcomes*
- iv. *Demonstrating Knowledge of Resources*
- v. *Designing Coherent Instruction*
- vi. *Designing Student Assessments*

Domain 2 – The Classroom Environment

- i. *Creating an Environment of Respect and Rapport*
- ii. *Establishing a Culture for Learning*
- iii. *Managing Classroom Procedures*
- iv. *Managing Student Behavior*
- v. *Organizing Physical Space*

**Domain 3 – Instruction and Use of Assessment**

- i. *Communicating with Students*
- ii. *Using Questioning and Discussion Techniques*
- iii. *Engaging Students in Learning*
- iv. *Using Assessment in Instruction*
- v. *Demonstrating Flexibility and Responsiveness*

Domain 4 – Professional Responsibilities

- i. *Reflecting on Teaching*
- ii. *Maintaining Accurate Records*
- iii. *Communicating with Families*
- iv. *Participating in a Professional Community*
- v. *Growing and Developing Professionally*
- vi. *Showing Professionalism*

Additional Requirements:

- Idaho Teacher Evaluation using the State-Board Approved Idaho Framework for Teaching Evaluation for each year serving as an apprentice.
 - Basic or better in all twenty-two (22) components upon culmination of the apprenticeship program.
- Individualized Professional Learning Plan for each year serving as an apprentice.

The eligible endorsements that an apprentice can seek are:

- | | |
|---|--|
| • <i>All Subjects (K-8)</i> | • <i>American Government/Political Science (5-9 or 6-12)</i> |
| • <i>Biological Science (5-9 or 6-12)</i> | • <i>Bilingual Education (K-12)</i> |
| • <i>Communication (5-9 or 6-12)</i> | • <i>Chemistry (5-9 or 6-12)</i> |
| • <i>Early Literacy (K-3)</i> | • <i>Computer Science (5-9 or 6-12)</i> |
| • <i>Economics (5-9 or 6-12)</i> | • <i>Earth and Space Science (5-9 or 6-12)</i> |
| • <i>English (5-9 or 6-12)</i> | • <i>Engineering (5-9 or 6-12)</i> |
| • <i>Geography (5-9 or 6-12)</i> | • <i>English as a Second Language (ESL) (K-12)</i> |
| • <i>Health (5-9, 6-12 or K-12)</i> | • <i>Geology (5-9 or 6-12)</i> |
| • <i>Humanities (5-9 or 6-12)</i> | • <i>History (5-9 or 6-12)</i> |
| • <i>Literacy (K-12)</i> | • <i>Journalism (5-9 or 6-12)</i> |
| • <i>Mathematics – Middle Level (5-9)</i> | • <i>Mathematics (6-12)</i> |
| • <i>Natural Science (6-12)</i> | • <i>Music (5-9, 6-12 or K-12)</i> |
| • <i>Physical Science (5-9 or 6-12)</i> | • <i>Physical Education (PE) (5-9, 6-12, or K-12)</i> |
| • <i>Psychology (5-9 or 6-12)</i> | • <i>Physics (5-9 or 6-12)</i> |
| • <i>Social Studies (6-12)</i> | • <i>Science – Middle Level (5-9)</i> |
| • <i>Sociology (5-9 or 6-12)</i> | • <i>Social Studies – Middle Level (5-9)</i> |
| • <i>Teacher Librarian (K-12)</i> | • <i>Anthropology (5-9 or 6-12)</i> |
| • <i>Visual Arts (5-9, 6-12 or K-12)</i> | • <i>Theater Arts (5-9 or 6-12)</i> |
| • <i>World Language (5-9, 6-12 or K-12)</i> | • <i>Visual Impairment (K-12)</i> |
| • <i>Chinese, French, German, Japanese, Latin, Russian, Spanish, etc.</i> | |

If apprentice is seeking a secondary endorsement, additional content specific training will be required on an individualized basis and recorded in the Individualized Professional Learning Plan (IPLP).



Appendix A

RELATED INSTRUCTION OUTLINE

K-12 TEACHER

O*NET-SOC CODE: 25-3099.00 RAPIDS CODE: 3024CB

Apprentice Orientation Checklist and Apprenticeship Agreement Form 671

Per 29 CFR 29.5, prior to signing the apprenticeship agreement, each selected applicant must be given an opportunity to read and review the sponsor's Apprenticeship Standards approved by the Office of Apprenticeship, the sponsor's written rules and policies, the apprenticeship agreement, and the sections of any collective bargaining agreement (CBA) that pertain to apprenticeship. After selection of an applicant for apprenticeship, but before employment as an apprentice or enrollment in related instruction, the apprentice must be covered by a written apprenticeship agreement, which must be submitted to the Office of Apprenticeship.

It is the responsibility of the sponsor to submit the following proof of apprentice consent by uploading the following documents signed by the apprentice to the apprentice's RAPIDS profile:

1. Signed Form 671 (apprentice agreement)
2. Signed Apprentice Orientation Checklist

Visit the Idaho Sponsor Success Guide – Onboarding Apprentices to download required document templates.

RELATED INSTRUCTION DESCRIPTIONS:

Apprentice Orientation

Idaho Department of Labor to Apprentice Orientation Training Program:

<https://labor-idaho.hubspotpagebuilder.com/apprentice-mentee-training-program>

The Apprentice Orientation Program is designed to help you become a stronger, more agile team member and learner. In under three hours, you'll learn how promote an innovative and collaborative work environment, advance your team's competitive edge, and reach your maximum potential with the guidance of your mentor. Take the future into your own hands and become a better mentee today.

USDOL Anti-Harassment Video:

<https://www.dol.gov/agencies/eta/apprenticeship/eeo/harassment/video>

Informational video from the USDOL regarding Anti-Harassment created specifically for apprenticeship programs.

Apprentices receive related training and instruction that complements on-the-job learning. This instruction delivers the technical, workforce, and academic competencies that apply to the job. It can be provided by a college, a technical school, an apprenticeship training school, or by the employer itself. Credit for prior learning may be provided by public Educator Preparation Providers as stated in Idaho State Board of Education Policy III.L Prior Learning III.L. - Prior Learning | Idaho State Board of Education.



Related Instruction for a General Education Teacher is determined by the Local Education Agency and indicated in the IPLP. The IPLP may be used to outline the apprentice's professional development and direct instruction, identify goals and interventions, and guide the related training and instruction. Evidence of proficiency is collected from apprentice practice.

The Sponsor recognizes relevant course completions earned in several ways, including college coursework in high school, transferred credits from other institutions, standardized subject tests, and various industry and agency training and certifications.

Recommended options for courses (or their equivalent) are below. Total course load is 144 hours per 2000 hours of On-the-Job Learning within the apprenticeship training period.

Apprentices receive related training and instruction that complements on-the-job learning. This instruction delivers the technical, workforce, and academic competencies that apply to the job.

The related technical instruction is based on the Idaho Teaching Standards and Comprehensive Literacy Standards. The related technical instruction may also be addressed in the on-the-job learning.

The IPLP may be used to outline the apprentice's related technical instruction and learning, identify goals, and interventions. Evidence of proficiency is collected from apprentice practice.

Idaho Teaching Standard	Date Achieved	Initials
Standard 1: Learner Development. The apprenticeship 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 apprentice 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 apprentice 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 apprentice 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 apprentice 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 apprentice 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 apprentice 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 apprentice 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 apprentice 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 apprentice 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: 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. <i>* The federal, state, local, and tribal governments of Idaho recognize the unique inherent self-determination of each tribe.</i>		



<i>The self-determination of each tribe recognizes Indigenous peoples as peoples, rather than populations or national minorities. The tribes are separate and distinct from each other.</i>		
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.		
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.		

Additional Requirements:

- Passing grade for the Idaho Comprehensive Literacy Course or Passing score on the Comprehensive Literacy Assessment
- Passing grade for the Teaching Mathematical Thinking Course
 - (K-8 Endorsements and Secondary Math Endorsements)
- Passing score on the Idaho State-Board Approved Content Assessment
 - An apprentice may receive an endorsement, indicated in these standards, for each State-Board approved content assessment that is passed while enrolled in the Registered Teacher Apprenticeship Program.



SELECTION PROCEDURES:

The process for finding and selecting the best talent possible for an apprenticeship opening position includes the following:

The employer may post open positions on career sites or the company's internal career board to solicit applications.

Applications will be pre-screened to eliminate candidates who do not meet the basic qualifications requirements of the position.

Those applicants that meet basic qualifications will be processed through an assessment to screen out those who lack the desire and interest for the apprenticeship. Screening applicants will be performed through interviews and job simulations to select candidates with the highest potential for apprenticeship success.

The Apprentice(s) will be selected based on the most qualified candidate.

Applicants that have accepted the position will be registered within 45 days.

The apprenticeship selection process and procedures will be uniformly and consistently applied to all applicants.

Any applicant who feels that they were wrongfully denied entry into the apprenticeship program may appeal the decision using the applicant appeals procedure described in Section J of the Standards.

The Local Education Agency will ensure public notification of apprenticeship positions, the application period, and that a review of applications is conducted to determine qualified candidates. Applicants to the program must meet the minimum qualifications described in the Registered Teacher Apprenticeship Standards.

The employer must approve all apprentices.

The selection process should be grounded in the following principles:

Identification of candidates who have a strong interest in and commitment to serving the students and communities where apprentices will be working.

Processes to ensure potential apprentices have the background knowledge, dispositions, and basic skills that are needed to succeed in the apprenticeship and in the occupation.

The sponsor and employers will provide equal opportunity for all qualified candidates in the apprenticeship program and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

The application process should include a process to ensure an appropriate match between apprentices and mentor teachers, such as an interview.

Recruitment methods will depend on whether the apprenticeship program is designed exclusively



for current school employees (e.g., paraprofessionals) or is open to the general public. In either case, the sponsor and local education agency will abide by the affirmative action plan. In all cases, sponsors will seek to recruit apprentices who are reflective of the local community and who increase the diversity of the teacher workforce in terms of gender, race/ethnicity, linguistic diversity, and disability status.

Maintenance of Applications and Selection Records

The sponsor and participating employer will keep adequate records according to their own internal systems, policies, and procedures. There will be no undue burden placed on the company in regarding to hiring the applicant as their apprentice. The items and records maintained, including qualifications of each applicant; the basis for evaluation for selection or rejection of each applicant; the records pertaining to interviews of applicants; the original application for each applicant; information relative to the operation of the apprenticeship program, including, but not limited to, job assignment, promotion, demotion, layoff, or termination; rates of pay or other forms of compensation or conditions of work; hours including hours of work and, separately, hours of training provided; and any other records pertinent to a determination of compliance with 29 CFR § 30, as may be required by the U.S. Department of Labor.

The records pertaining to individual applicants selected will be maintained in such manner as to permit the identification of race, gender, or ethnicity.

Records will be maintained for 5 years from the date of last action and made available upon request to the U.S. Department of Labor or other authorized representative.

**SPONSOR OBLIGATION TO PREVENT HARASSMENT AND INTIMIDATION OF APPRENTICES:**

Under the National Apprenticeship Act of 1937, OA is conferred the responsibility to protect the safety and welfare of apprentices. Pursuant to this authority, OA has issued regulations designed to ensure that apprentices participating in the National Apprenticeship System are free from unlawful discrimination, harassment, intimidation, and workplace violence. In all states under 29 CFR 30.3(b)(4), sponsors are obligated to develop and implement procedures to ensure that its apprentices are not harassed because of their race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability and to ensure that its apprenticeship program is free from intimidation and retaliation as prohibited by §30.17.

Harassment and intimidation of any apprentices is intolerable and unacceptable. Program sponsors are obligated under 29 CFR Part 30 to design and implement internal procedures and adopt practical measures for effectively addressing and mitigating harassment risks to apprentices, as well as for promptly handling and resolving apprentice complaints about harassment and intimidation. Additionally, sponsors are responsible for ensuring affiliated and contracted employers do not ignore, tolerate, or encourage any conduct that suggests acceptance of such behaviors.

Incidents of harassment and intimidation of apprentices warrant swift and decisive action from sponsors to prevent reoccurrences and promote environments of tolerance and equity in the workplace so that all apprentices feel safe, welcomed, and treated fairly.

Examples of practical measures sponsors may employ to combat incidents of harassment, discrimination, and intimidation include, but are not limited to:

- designating an individual or office within the employing organization to handle harassment complaints and effectively address harassment risks;
- establishing disciplinary guidelines and procedures for holding offending persons accountable for their actions;
- adopting a process for immediately referring incidents of workplace harassment that involve assault or other crimes to law enforcement agencies; and
- providing supportive services (such as counseling) to apprentices who have experienced harassment and intimidation in the workplace.

OA prohibits, and sponsors must be vigilant in preventing, retaliation against any apprentice for making a good-faith report of harassing conduct, opposing any harassing behavior or other form of discrimination, cooperating with or participating in any investigation of alleged harassing conduct, or otherwise engaging in protected activity.

Harmful and malicious conduct must never be ignored, tolerated, or abetted by program sponsors or participating employers. Apprentices of all racial, ethnic, sexual, religious, and disability backgrounds are entitled to a workplace that is safe, welcoming, and free of both physical and emotional abuse. When made aware of such conduct, the failure of RAP sponsors or an SAA to take immediate action to address and eradicate said conduct could result in the initiation of enforcement proceedings by the Office of Apprenticeship, as well as other governmental agencies, against those parties. Regulatory compliance dictates all reasonable measures be put forth to avoid such an outcome. Sponsors can work towards eliminating harassment by promoting awareness, steadfastly committing to the principles of diversity, equity, inclusion and accessibility (DEIA), and taking swift action to report and hold accountable those who engage in harassing behavior.



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Registered Teacher Apprenticeship Work Group Members

Work Group Member	Work Group Member Work Location	Work Group Member Role
Sungti Hsu	AAQEP	Chief Relations Officer
Randy Jensen	American Falls School District	School Superintendent
Jim Foudy	Blaine County School District	School Superintendent
Dr. Heather Williams	Boise State University	Curriculum, Instruction, and Foundational Studies – Department Chair, Superintendent Program Director, Board Trainer, Rural Education Collaborative, Network of Leaders and Learners
Tracey Meyerhoeffer	College of Southern Idaho	Department Chair, NTEP Program
Kristi Enger	Division of Career Technical Education	Certification Director
Tracie Bent	Division of Career Technical Education	Chief Administrative Officer
Paula Kellerer	Idaho Business for Education	Vice President – Youth Apprenticeships
Connie Hites	Idaho Department of Labor	Apprenticeship Coordinator - Operations Agreements and Funding
Gina Robison	Idaho Department of Labor	Apprenticeship Program Supervisor
Michelle Stout	Idaho Department of Labor	Apprenticeship Coordinator - Program Development
Layne McNelly	Idaho Education Association	President
Peggy Hoy	Idaho Education Association/NEA Director	Mentor Teacher, IEA/NEA Director
Cina Lackey	Idaho State Department of Education	Certification Director
Johanna Jones	Idaho State Department of Education	Indian Education Coordinator
Ryan Cantrell	Idaho State Department of Education	Deputy State Superintendent
Representative Julie Yamamoto	Idaho State Legislature	Representative, Education Committee
Representative Sonia Galaviz	Idaho State Legislature	Representative, Education Committee
Dr. Emma Wood	Idaho State University	Educator Preparation Provider Assistant Dean
Thoretta Short	Lake Pend Oreille School District	Human Resources Specialist
Mark Gee/Lisa Pennington (Assistant Superintendent)	Middleton School District	School Superintendent
Dr. Lori Sanchez	Northwest Nazarene University	Educator Preparation Provider Dean
Jenn Thompson	Office of the Idaho State Board of Education	Chief Policy and Government Affairs Officer
Kathleen Shoup	Office of the Idaho State Board of Education	Educator Effectiveness Program Manager
Elizabeth Standafer	RTI - International	Senior Education Research Analyst
Olivia Rice	RTI - International	Education Research Analyst
Dr. Linda Clark	State Board of Education	State Board of Education President
Brady Dickinson	Twin Falls School District	School Superintendent
Scott Clark	Twin Falls School District	Assistant Principal



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Registered Teacher Apprenticeship Work Group And Meeting Schedule

Main Work Group	EPP Work Group
July 20, 2023	August 17, 2023 (All EPPs invited)
September 26, 2023	November 2, 2023 (All EPPs invited)
November 9, 2023	Spring/2024 - TBD
Superintendent Meetings	Bill Sponsor Meeting
Aug. 8, 2023 Region 3 - SIC MTG	June 27, 2023 (Senator Carrie Semmelroth and Senator Janie Ward-Engelking)
Sept. 11, 2023 Region 5 - Reg. Supt. MTG	
Sept. 13, 2023 Region 3 - Reg. Supt. MTG	
Sept. 20, 2023 Region 2 - Reg. Supt. MTG	
Sept. 21, 2023 Region 1 - Reg. Supt. MTG	
Sept. 20, 2023 Region 4 - Reg. Supt. MTG	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023**

SUBJECT

2022-2023 (FY24) Idaho Educator (Teacher) Pipeline Report

REFERENCE

August 2016	The Board established a workgroup to provide feedback and recommendations regarding the educator pipeline challenges and solutions.
April 2017	The Board received recommendations from the workgroup.
October 2017	The Board approved the recommendations of the teacher pipeline workgroup, committing to focus areas of attract/recruit, prepare/certify, and retain.
December 2017	The Board received the 2016-2017 Educator Pipeline Report.
December 2018	The Board received the 2017-2018 Educator Pipeline Report.
February 2020	The Board received the 2019 Our Kids, Idaho's Future task force subcommittee reports, which included the 2018-2019 Teacher Pipeline Report update along with additional retention data as part of the educator pipeline subcommittee report.
April 2022	The Board received the 2020-2021 Idaho Educator Pipeline Report.
February 2023	The Board received the 2021-2022 Idaho Educator Pipeline Report.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 – 1207, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02, Rules Governing Uniformity

BACKGROUND

In December 2015 the Board was presented with a first look at various data points throughout the educator pipeline. In August 2016, the Board established a workgroup tasked with making recommendations for supports and improvements to Idaho's educator pipeline. The workgroup was made up of individuals nominated by the various stakeholder representative organizations with a focus on those individuals working in our public school system and approved educator preparation programs along with additional state policy makers. The workgroup convened throughout 2017.

2017 Educator Pipeline Workgroup recommendations included:

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023

1. Develop an Idaho Teacher Supply and Demand Report consisting of multiple data points to determine if, where, and why a teacher shortage exists in Idaho.
2. Begin developing a coherent policy dialogue.
3. Define recommendations in the areas outlined below:
 - a. Attract/Recruit: Openly promote teaching as a profession to boost public perception; Continue to support higher salaries and compensation packages.
 - b. Prepare/Certify: Expand options in preparation and certification to include mastery-based preparation programs that account for experiential credit; closer alignment between secondary and postsecondary education to expedite preparation for high school students interested in teaching.
 - c. Retain: Development and support for teachers including induction programs and greater teacher-leader opportunities; emphasize evaluation for the purpose of professional growth and measurable outcomes that are teacher driven; and mentor teacher resources.

The resulting 2016-2017 Teacher Pipeline Report was the first comprehensive effort to investigate and provide recommendations for pipeline issues specific to Idaho. Subsequent reports have been updated based on data from the most recently completed academic year. The 2018-2019 report was incorporated into the final recommendations made by the Our Kids, Idaho's Future Task Force. A report was not completed for the 2019-2020 academic year due to impact of the pandemic.

DISCUSSION

The 2022-2023 Educator Pipeline Report examines data on teacher supply, demand, and retention. A selection of the key findings from the report are listed in the executive summary. The report concludes with a recap of relevant current projects and recommendations for future areas of focus.

Key findings include:

Idaho is a state facing population growth. As the population is projected to continue to boom in coming years, the demand for educators to serve the increased population of students is also expected to grow. Preliminary estimates show an older population of residents moving to Idaho, but additional work will need to be done to identify how overall in-migration to Idaho affects public school student enrollment.

New educators from Idaho's educator preparation programs and out-of-state transfers are hypothetically sufficient to fulfill the staffing needs of local education agencies across the state—yet most individuals who hold a valid Idaho certificate do not serve in Idaho public schools. Additionally, although the number of new educators accepting positions in Idaho schools has steadily increased over time,

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023**

the current rate of growth is unlikely to address the projected demand unless Idaho dramatically improves its ability to retain the qualified educators it already has.

There are strong indications that the increases in base compensation associated with the career ladder have had a positive impact on this front. The retention rate among educators in their first seven years of service has seen meaningful improvement, and local education agencies along the state's border no longer seem to face more serious retention issues than their interior counterparts. However, there are still substantial opportunities for improvement—especially when it comes to retaining the state's most experienced educators and those who teach in rural locales. Identifying policy mechanisms that can address those needs will be vital to avoiding a worsening shortage as an unusually large cohort of teachers with over 10 years of experience moves closer to retirement.

While improvements have been made in the three original areas of improvement recommended by the Educator Pipeline workgroup in 2017 (Attract/Recruit, Prepare/Certify, and Retain), ongoing work in the same three areas is needed to assure we will be able to meet the needs of Idaho's public schools for highly effective, student-ready teachers.

Board staff will be working with the Planning, Policy and Governmental Affairs Committee and education stakeholders to further identify strategies and policy amendments to help strengthen Idaho's educator pipeline.

IMPACT

The attached report will help inform future initiatives of the Board related to addressing teacher shortages, recruitment, and retention across the state and provide state policy makers on the status of Idaho's educator pipeline.

ATTACHMENTS

Attachment 1 – FY23 Idaho Educator Pipeline Report

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommendations are included at the conclusion of the report. These recommendations include continued focus on initiatives to attract and recruit new teachers, including the development of varied pathways to certification as well as a new focus on initiatives to retain teachers, including the development of strong mentorship programs.

BOARD ACTION

This item is for informational purposes only.



**Idaho State
Board of Education**

**Educator Pipeline Report
December 13, 2023**



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EXECUTIVE SUMMARY

Introduction

Staffing challenges are among the most significant concerns cited by Idaho's local education agencies (LEAs). Given the important role that experienced educators play in student success, understanding the factors that influence the state's educator pipeline are key to driving continuous improvement in policy and practice in our state. A report on Idaho's educator pipeline has been developed for the State Board of Education annually since 2016 (excepting 2020 and 2021 due to the impact of the COVID-19 pandemic).

This report examines educator supply and demand across the last five years, and in keeping with previous submissions, focuses primarily on instructional staff (teachers). In addition, the report also contains some important data regarding other certificated staff, including administrators and pupil services staff.

During the 2022-2023 school year, Idaho's public education system served 318,979 students across grades K-12 with an instructional staff of 19,160 teachers, 1,016 school administrators, and 1,545 pupil services staff.

Because all students deserve a high-quality education, it is important to ensure that they are served by high-quality teachers who are skilled in content knowledge and pedagogy, and who are prepared to support the complex academic needs of students.

Teachers persist in their profession when they feel that they are valued, that their work is important, and have the support to develop the competence needed to meet the many responsibilities and complex student needs. Veteran teachers, in addition to novice teachers, have varied needs and are at different stages in their career. For these reasons it is crucial to remain focused on the issues that impact teacher recruitment and retention.

References and national recommendations for improving teacher recruitment and retention are provided at the end of the report.

Key Findings

- **Idaho schools struggle to fill open positions.**
 - Several specific areas of teaching are identified as shortage areas in Idaho's 2023-2024 Teacher Shortage Area report. Shortages exist in areas such as special education, elementary core subjects, and mathematics.
- **The use of alternative pathways to certification is increasing across the state.**
 - Alternative authorizations and emergency provisional certifications are being requested by local education agencies at a higher rates in 2023 than in 2019. Central and East Central Idaho are more impacted than other parts of the state.
- **Idaho's five-year teacher retention rate is low.**
 - While nearly 10% higher than the national average, Idaho's five-year retention rate for new teachers is only 63%.
- **Teacher salaries are not yet competitive.**
 - Despite significant increases made in recent years, Idaho's average teacher salary remains among the lowest 10 in the nation, and is lower than in all but one adjacent state.
- **Idaho's teacher population is aging.**
 - The age range of 40-55 is increasing at a higher rate than other age groups. The age group 30 and younger is growing more slowly than in previous years.

EDUCATOR STAFFING

Educator Staffing

The table below shows Idaho's educator staffing levels for the last five years. The table specifically identifies the actual employee count, the full time equivalent (FTE) total, total base salaries for the state, and the full time equivalent (FTE) average base salary by role and school year.

2022-2023	Role	Actual Employee Count	FTE Employee Total	Total Base Salaries	FTE Average Base Salary
	District Administrators	419	363.15	\$39,336,263	\$108,320
	School Administrators	1,016	947.37	\$86,482,949	\$91,287
	Pupil Services	1,545	1,447	\$88,006,654	\$60,803
	Instructional	19,160	18,258.94	\$1,014,775,446	\$55,577
		22,140	21,016.86	\$1,228,601,313	\$58,458
2021-2022	Role	Actual Employee Count	FTE Employee Total	Total Base Salaries	FTE Average Base Salary
	District Administrators	401	344.82	\$35,625,841	\$103,317
	School Administrators	1,041	941.28	\$80,261,605	\$85,269
	Pupil Services	1,515	1,399.87	\$82,145,636	\$58,681
	Instructional	19,262	18,097.34	\$963,330,751	\$53,231
		22,219	20,783.31	\$1,161,363,833	\$55,880
2020-2021	Role	Actual Employee Count	FTE Employee Total	Total Base Salaries	FTE Average Base Salary
	District Administrators	393	334.27	\$32,904,724	\$98,438
	School Administrators	1,017	920.62	\$75,237,606	\$81,725
	Pupil Services	1,447	1,336.81	\$75,176,023	\$56,235
	Instructional	18,971	17,777.98	\$905,838,768	\$50,953
		21,828	20,369.68	\$1,089,157,121	\$53,470
2019-2020	Role	Actual Employee Count	FTE Employee Total	Total Base Salaries	FTE Average Base Salary
	District Administrators	388	328.49	\$32,603,103	\$99,251
	School Administrators	997	878.61	\$73,837,540	\$84,039
	Pupil Services	1,435	1,326.70	\$74,997,855	\$56,530
	Instructional	21,426	17,252.29	\$894,761,873	\$51,863
		24,246	19,786.09	\$1,076,200,371	\$54,392
2018-2019	Role	Actual Employee Count	FTE Employee Total	Total Base Salaries	FTE Average Base Salary
	District Administrators	402	327.95	\$31,525,265	\$96,128
	School Administrators	940	849.40	\$69,501,299	\$81,824
	Pupil Services	1,382	1,269.04	\$69,504,670	\$54,769
	Instructional	20,077	16,572.08	\$826,369,990	\$49,865
		22,801	19,018.47	\$996,901,223	\$52,418

Table 1: Educator Staffing

EDUCATOR CERTIFICATES

Certification Requirements

Educators in Idaho must meet the requirements established by statute and administrative rule to be eligible to work in an Idaho public school district or charter school. Figure 1 below shows the total number of individuals who hold an educator certification. The number of individuals who hold an instructional certification (teachers) stands in contrast to the total number of teachers employed by LEAs as reported in Table 1 (previous page). In 2022-2023, Idaho had 19,160 teachers actively working in the field. This means that approximately 9,000 teachers who hold active instructional certificates were not serving in a teaching role.

More research would be necessary to understand the factors influencing the discrepancy between certificated teachers working in the field and certificated teachers who are not working in the field.

In recent years, national research has suggested that multiple pathways to certification can help improve teacher recruitment. These best practices are

reflected in our state. Idaho offers several pathways to educator certification: traditional, non-traditional, alternative, and emergency. Additionally, a new apprenticeship pathway is currently in development with an anticipated roll out in spring of 2024.

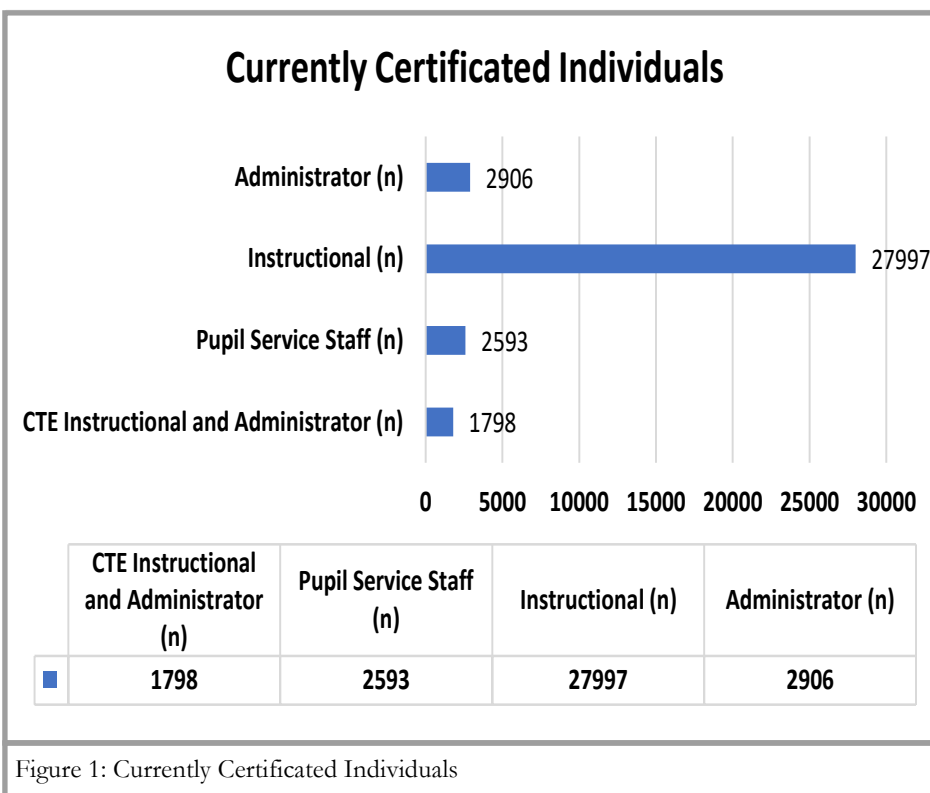
Traditional and Non-Traditional Preparation

Idaho offers several traditional and non-traditional pathways to certification. Individuals who have completed a traditional educator preparation program at an Idaho college or university can seek to apply for an initial five-year standard Idaho certificate. Individuals who have completed a non-traditional educator preparation program can seek to apply for a three year interim Idaho certificate with the State Department of Education.

Applicants from out of state must have completed an educator preparation program and/or hold a current valid certificate in another state. The out of state applicant can seek to apply for a three year interim certificate. Interim certificates have additional requirements that must be met before the individual may apply for a standard five year Idaho certificate.

Educators are required to renew a standard certificate every five years and must submit evidence of completion of six credits with their renewal application. At least three of those credits must be transcribed credit.

Idaho currently has 2,906 individuals who have an administrator certificate, 27,997 individuals who have an instructional staff certificate, 2,593 individuals who have a pupil service staff certificate, and 1,798 individuals who have a career technical education staff and administrators certificate.



EDUCATOR PREPARATION ENROLLMENT AND COMPLETERS

Education Preparation Providers

Every Idaho student deserves a high-quality, learner-ready educator. Idaho has a total of ten educator preparation providers tasked with preparing new teachers to enter the field. Idaho has both traditional and non-traditional educator preparation programs. Each program provides different pathways to an educator certification.

Traditional education preparation providers:

- Boise State University
- Brigham Young University—Idaho
- College of Idaho
- Idaho State University
- Lewis-Clark State College
- Northwest Nazarene University
- University of Idaho

Non-traditional education preparation providers:

- American Board (ABCTE)

- College of Southern Idaho
- Lewis-Clark State College
- Teach for America—Idaho.

Idaho's annual Title II report, available online at [Title II - Welcome \(ed.gov\)](#), examines educator preparation program enrollment count and completer count in detail. Figure 9 below summarizes enrollment and completer trends from the 2016-2017 school year through the 2020-2021 school year across all educator preparation programs.

The most current Title II report reflects data from the 2020-2021 academic year report. The state was required to verify the 2021-2022 report by the end of October, 2023. More recent data will be available next year.

In each of the last five years, there has been a gap between the number of enrollments and the number of completers. While the gap widened during the pandemic years, it appears to have been increasing pre-pandemic. Specifically, the count of educator preparation program enrollment has seen a steady

increase from 2018-2019 to 2020-2021. In contrast, the count of educator preparation program completers has increased at a much slower pace.

As the widening of this gap began pre-pandemic, it will be important to evaluate whether the trend has continued as 2022 and 2023 data become available to determine whether the pre-pandemic levels represent a more consistent range or are indicative of a new trend.

Educator Preparation Program Enrollment and Completers

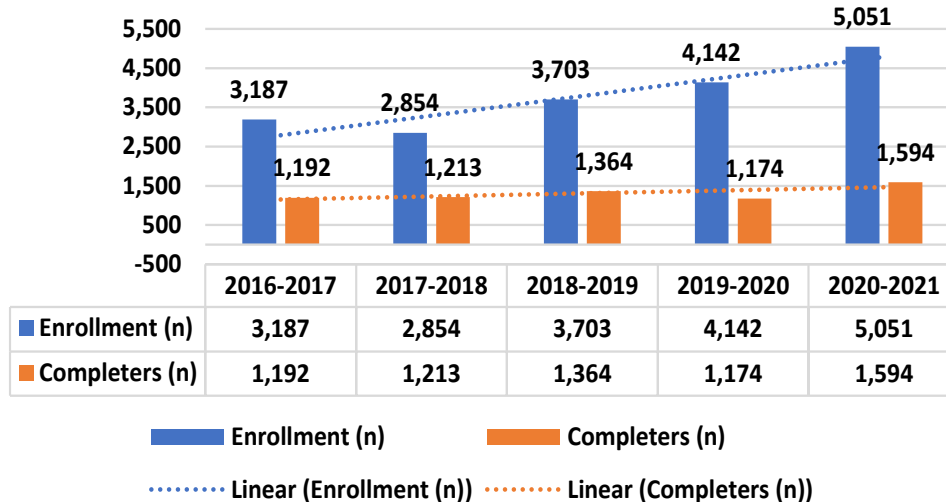


Figure 2: Educator Preparation Program Enrollment and Completers

EDUCATOR ALTERNATIVE CERTIFICATES

Alternative Authorizations

Various alternative and non-traditional routes to educator certification are defined in IDAPA 08.02.02 subsections 016, 021, and 042.

Alternative Authorizations are used by school districts and charter schools looking to fill a position with a candidate who does not hold an appropriate certificate and endorsement. The Alternative Authorization allows for the district or charter school to hire educators to work as a certificated educator while completing the requirements for full certification. An Alternative Authorization grants a three year interim certificate that allows the individual to serve as the teacher of record while pursuing standard certification.

Emergency Provisional Certificates

An Emergency Provisional certificate allows a school district and charter school to request a one year certificate/endorsement in an emergency situation for a teacher who does not hold the required Idaho certificate/endorsement and is not otherwise qualified to pursue other alternative authorization pathways. An emergency provisional certificate may be used to fill a position as long as the candidate has completed 2 years of college education and the district has declared an emergency.

The figures on the next two pages show the count of alternative certificates issued by region by year. The highest number of educators are employed in region 3 (southwest Idaho). However, this region, the most urban region of Idaho, has a relatively low usage rate for alternative authorizations.

The data also indicate that region 4 and region 6, which are more rural areas of the state, have higher usage rates of alternative authorizations than other regions. Interestingly, region 4 also has the highest usage rate of emergency provisional certifications. Based on this data, it appears that teacher recruitment remains most difficult in rural areas of the state.

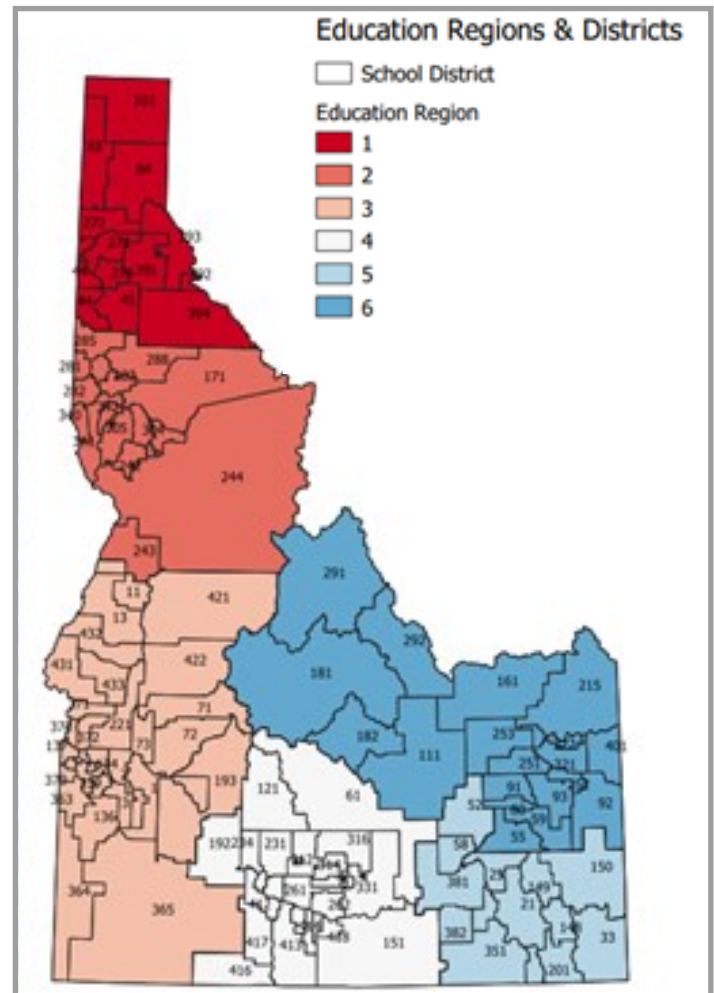


Figure 3: Idaho Education Regions and School Districts

physical proximity to the state's boarder on the district or charter school's usage rate of alternative authorizations and emergency certifications.

Rural / Underserved Educator Incentive Program

Section 33-6501, Idaho Code establishes the Rural and Underserved Educator Incentive program to assist teachers who work and live in rural areas. Grants awards are limited to \$12,000 over four years of continued eligibility. During the 2022-2023 school year, 496 awards were dispersed to selected awardees. During the 2023-2024 application cycle, 338 applications have been received. The program is administered by the Office of the State Board of Education.

It may be important to further study the impact of

EDUCATOR ALTERNATIVE CERTIFICATES

Educator Alternative Certificates

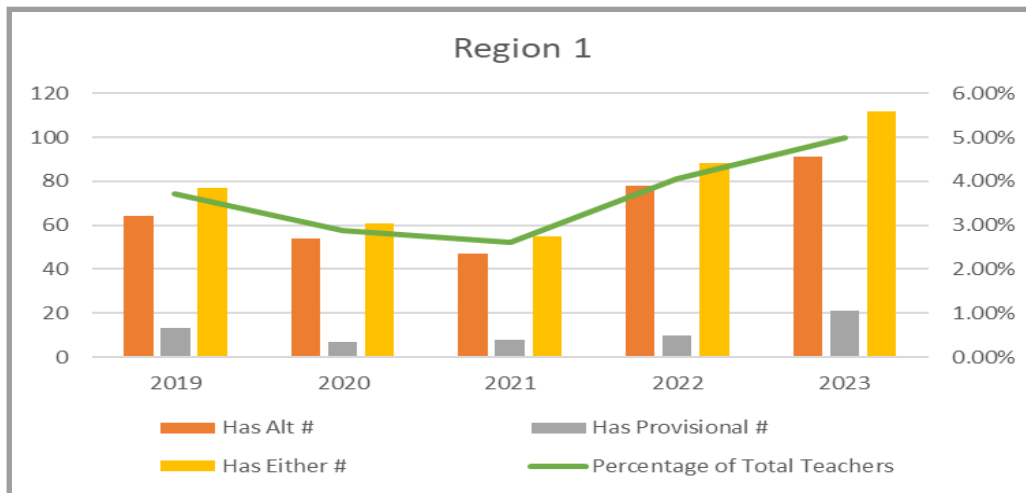


Figure 4: Region 1 Educator Alternative Authorizations and Emergency Provisional Certificates

Over 5% of the teacher certificates in region 1 are identified as an Alternative Authorization or Emergency Provisional certificate. Alternative Authorizations and/or Emergency Provisional certificates are issued when a local education agency has unfilled position.

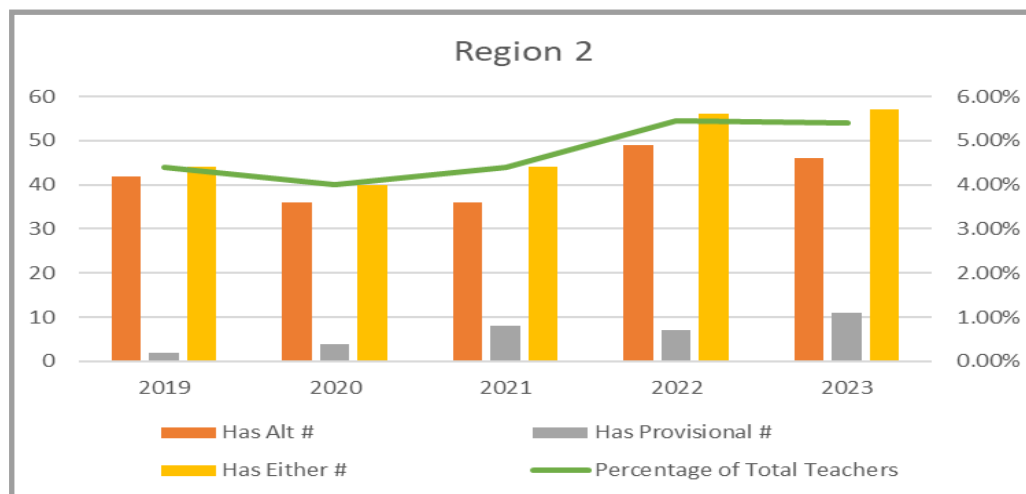


Figure 5: Region 2 Educator Alternative Authorizations and Emergency Provisional Certificates

Over 5% of the teacher certificates in region 2 are identified as an Alternative Authorization or Emergency Provisional certificate.

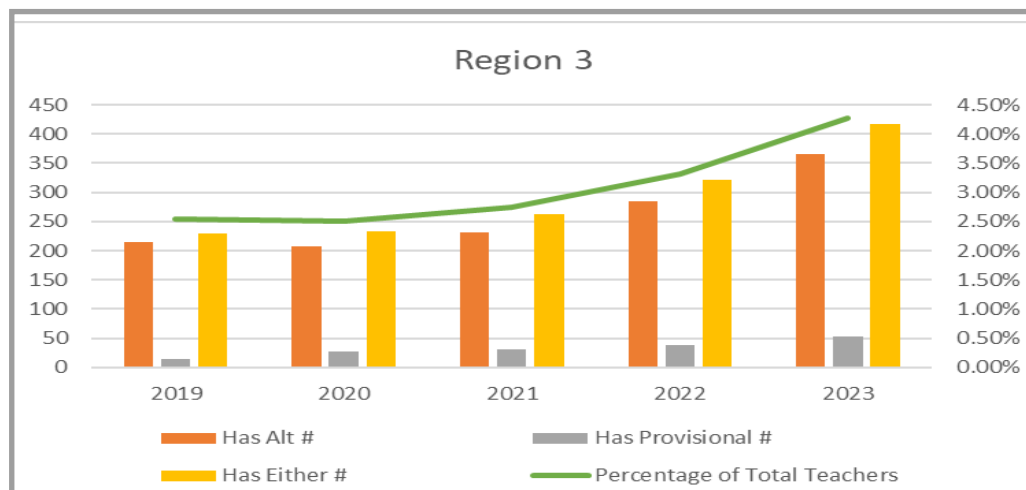


Figure 6: Region 3 Educator Alternative Authorizations and Emergency Provisional Certificates

Just over 4% of the teacher certificates in region 3 are identified as an Alternative Authorization or Emergency Provisional certificate. Region 3 has the lowest percentage of Alternative Authorizations and Emergency Provisional certificates.

EDUCATOR ALTERNATIVE CERTIFICATES

Educator Alternative Certificates

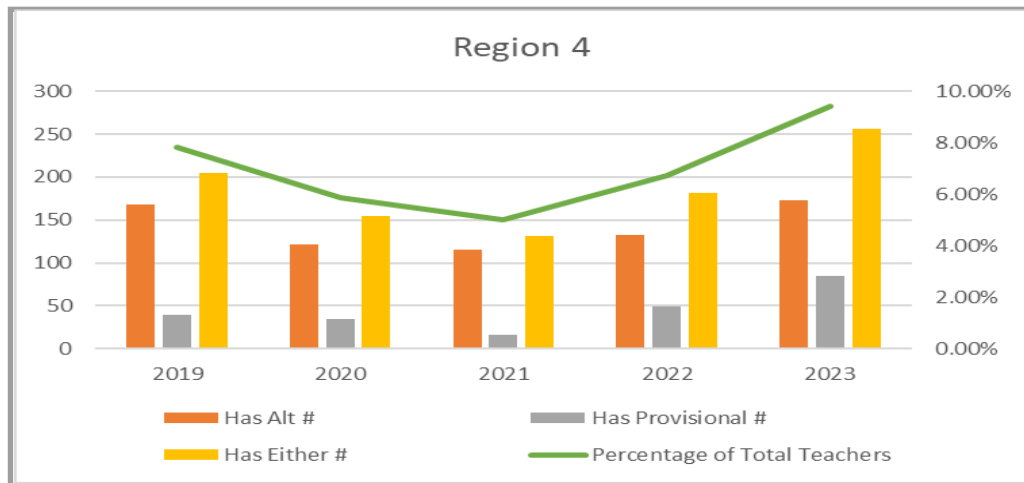


Figure 7: Region 4 Educator Alternative Authorizations and Emergency Provisional Certificates

Just over 8% of the teacher certificates in region 4 are identified as an Alternative Authorization or Emergency Provisional certificate. Region 4 has the highest percentage of Alternative Authorizations and Emergency Provisional certificates.

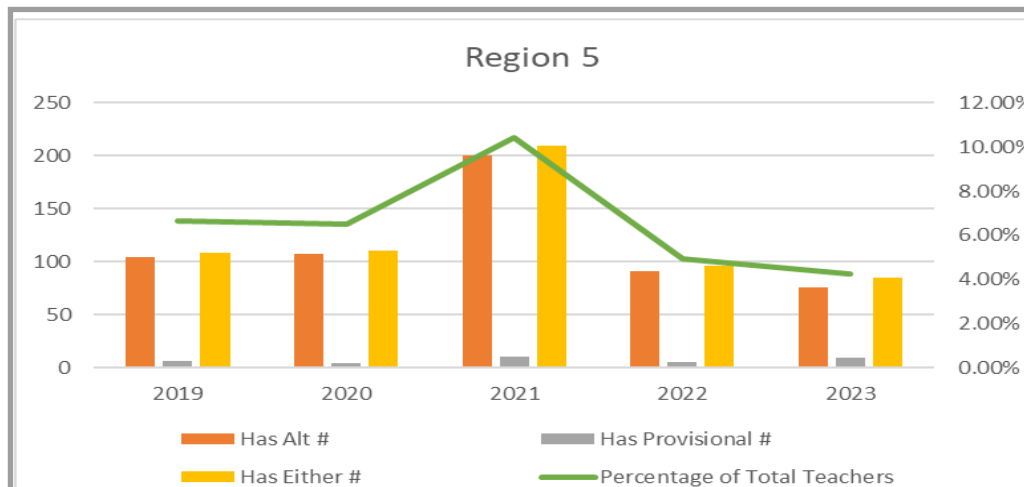


Figure 8: Region 5 Educator Alternative Authorizations and Emergency Provisional Certificates

About 4% of the teacher certificates in region 5 are identified as an Alternative Authorization or Emergency Provisional certificate. Region 5 has the second lowest percentage of Alternative Authorizations and Emergency Provisional certificates.

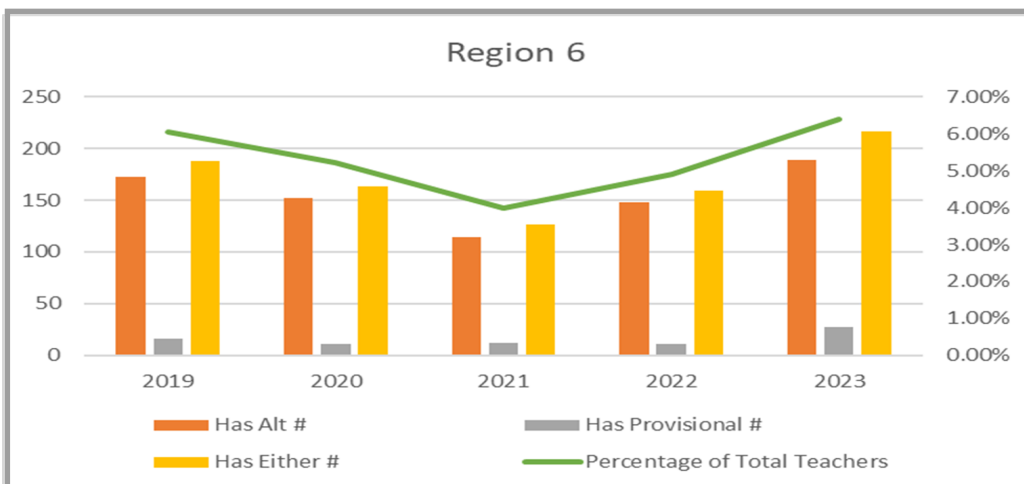


Figure 9: Region 6 Educator Alternative Authorizations and Emergency Provisional Certificates

About 6% of the teacher certificates in region 6 are identified as an Alternative Authorization or Emergency Provisional certificate. Region 6 has the second highest percentage of Alternative Authorizations and Emergency Provisional certificates.

TEACHER SHORTAGE AREAS

Teacher Shortage Area Report

Idaho submits a teacher shortage area report to the U.S. Department of Education each year. That report can be found at [TSA \(ed.gov\)](https://tsa.ed.gov). A summary of the findings is presented in Table 3 below. Educator shortage is a concern for states across the nation and educator shortages vary by state. Common teacher shortage areas include special education, math, science, career technical education, and English as a second language. Other common staffing shortages include speech and language pathologists, occupational therapists, physical therapists,

psychologists, nurses, and social workers. Not surprisingly, these same shortages are evidenced in Idaho.

Idaho had teacher shortage areas before the pandemic, but the shortage areas were exacerbated by the pandemic. The extent to which the teacher shortages are localized indicates that these shortages are particularly worse in locations in which the salary is not competitive with nearby communities (i.e. boarder communities).

Despite the shortages, superintendents and school leaders must provide educational services and hire teachers to fill the vacancies. Hence, the increase in Alternative Authorizations and Emergency Provisional Certificates being issued.

Furthermore, the [Idaho's Teacher Workforce](#) report shows a gap between teacher employment projections and actual employment and is further shown in Figure 10.

TAB 5 Page 11

Teacher Shortage Area Report 2023-2024		
Subject Matter	Discipline	Grades
Art and Music Education	Visual and Performing Arts	Pre-K, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Career and Technical Education	Agricultural Science and Technology	6, 7, 8, 9, 10, 11, 12
Career and Technical Education	Family and Consumer Science	6, 7, 8, 9, 10, 11, 12
Core Subjects	Elementary Education	Pre-K, K, 1, 2, 3, 4, 5, 6, 7, 8
Health and Physical Fitness	Physical Education	Pre-K, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Mathematics	Basic and Advanced Mathematics	6, 7, 8, 9, 10, 11, 12
Science	General Science	6, 7, 8, 9, 10, 11, 12
Special Education	All Exceptionalities	Pre-K, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Support Staff	Counseling	Pre-K, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Support Staff	Psychologist	Pre-K, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

Table 2: Teacher Shortage Area Report, 2023-2024

PPGA

PROJECTIONS AND PUBLIC K-12 STUDENT ENROLLMENT

Employment Projections

Idaho's Department of Labor produces 10-year employment projects and the most recent being the 2020-2030 period. When comparing projections to the actual instructor counts, there has been a gap for the last four years. The average annual growth rate for teacher occupations is projected to be 1.52% while the actual annual growth rate has been 1.87%. Idaho is not recruiting enough new teachers to the field to meet current employment needs. Figure 10 also shows that Idaho has an increased need for teachers well into 2030.

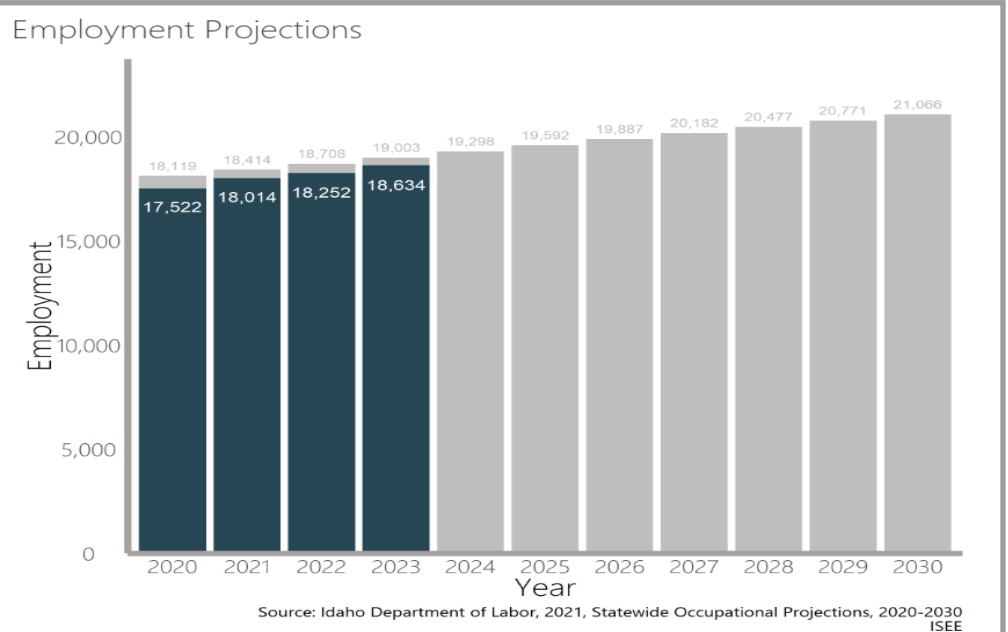


Figure 10: Teacher Employment Projections

K-12 Student Enrollment

An important factor in evaluating the educator pipeline is the rate of student enrollment in Idaho. The Idaho State Department of Education's data, Figure 11, reports a total public school enrollment of 318,979 in the 2022-23 school year. Despite a dip in enrollment during the pandemic, student enrollment in Idaho has increased significantly over the last five years.

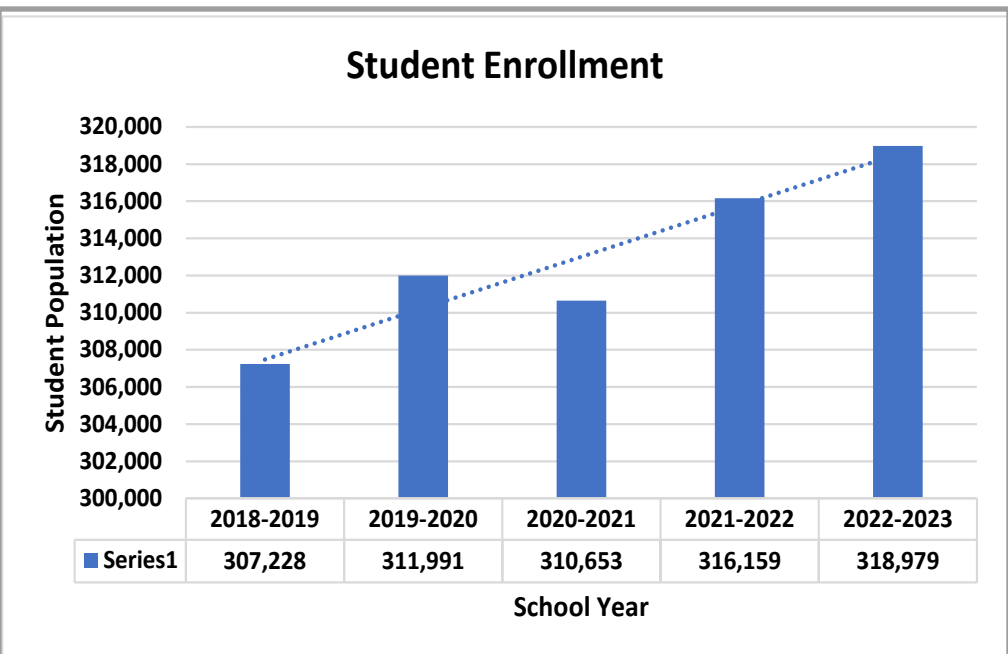


Figure 11: Idaho Public K-12 Student Enrollment

The rate of public K-12 student enrollment growth that has occurred in Idaho in recent years does not appear to be matched by the rate of completers of traditional programs alone. More teachers are needed to fill open positions now, and based on both the workforce projections of employment needs in the field and the steady growth of the K-12 student population, this need will likely continue to grow.

IDAHO POPULATION GROWTH

Idaho Population Growth

Idaho's population has grown significantly over the last few decades, increasing from a census count of 1,293,953 in 2000 to a count of 1,567,582 in 2010 and 1,839,106 in the 2020 census. Most of this growth, especially in the most recent decade, is due to domestic migration into the state, not to a high birth rate. In fact, the absolute annual number of births has been quite low and stable since the Great Recession despite sizable overall population growth. This suggests that future growth of the state's K-12 student population depends on continued in-migration of families with school age children. The Idaho Department of Labor projects a 1.1% annual population growth rate through 2031, raising the population to well over 2.1 million.

Where Does Growth Occur?

Though Boise's population has grown significantly over the last few decades—from 197,735 in 2001 to 237,446 in 2021—there has been much more explosive growth in its suburbs and exurbs, both in absolute and relative terms.

Meridian, currently the state's second largest city in terms of population, grew from a mere 41,255 residents in 2001 to a whopping 125,963 in 2021. Nampa, meanwhile, grew from a population of 57,536 in 2001 to 106,186 in 2021.

As shown in the table to the right, growth continues to be strong in these cities and others in the region such as Kuna, Caldwell, Star, and Garden City. There is also robust growth in the northern cities of Post Falls, Sandpoint, and Coeur d'Alene and in Twin Falls.

Top Cities in Terms of Absolute Population Growth 2021-22			
	City	2022 Population	Population Growth From 2021
1	Nampa	110,951	4,426
2	Meridian	129,736	3,962
3	Caldwell	65,920	2,039
4	Star	14,646	1,687
5	Post Falls	44,194	1,531
6	Twin Falls	54,300	803
7	Garden City	12,927	619
8	Sandpoint	9,777	617
9	Kuna	27,229	616
10	Coeur d'Alene	56,733	588

Table 3: Idaho Population Growth

If we assume that the new residents of these cities contain an average or above average proportion of K-12 age children, these will be the places where new teachers, other staff, and perhaps school buildings will be most necessary. However, there is some reason to question this assumption, especially in the northern cities on the list because northern Idaho has attracted a disproportionate number of retirees, who are unlikely to have school-age children.

It is of note to mention that Idaho's 10 year projected growth rate for teachers is 16.3% compared to 8.9% in the nation as indicated in the [Idaho's Teacher Workforce](#). Idaho is in the top 10 of states with the highest projected growth rates for teachers. More specifically, Idaho is sixth. Only Utah, Colorado, Washington, Arizona, and New York have higher projected growth rates for teachers than Idaho.

TEACHER SALARIES

Salary Increases

In 2016, the Idaho Legislature established the Career Ladder for educator salaries in Section 33-1004B, Idaho Code. In recent years, this was amended to increase the base salary to \$40,000. Overall, the average teacher salary in Idaho has increased rapidly over the past few years. Figure 12 illustrates this change. Current teacher salaries average between 54,000 and 56,000.

Salary Comparisons

Despite the steady increases in recent years, teacher salaries continue to compare unfavorably to those in other states. Figure 13 is a heat map of average teacher salaries across the country. Idaho's average teacher salary remains among the lowest.

While Montana does have a slightly lower mean salary, all other border states have significantly higher mean salaries. This may be a factor impacting teacher retention on the whole, and may pose a particular challenge for districts on the borders of Idaho that are adjacent to larger communities in other states.

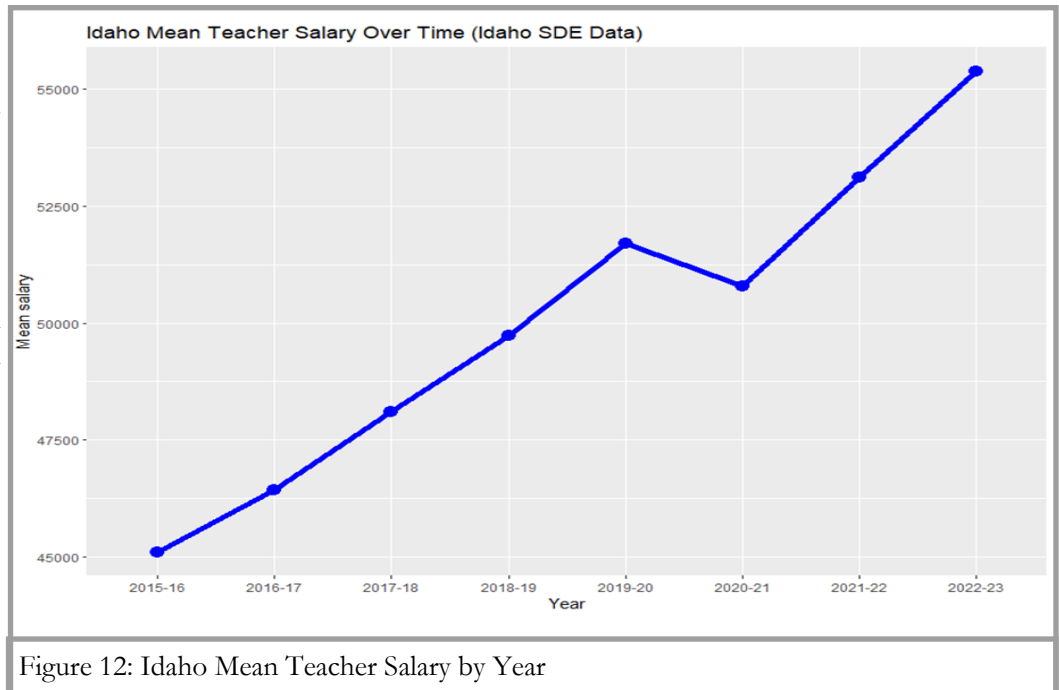
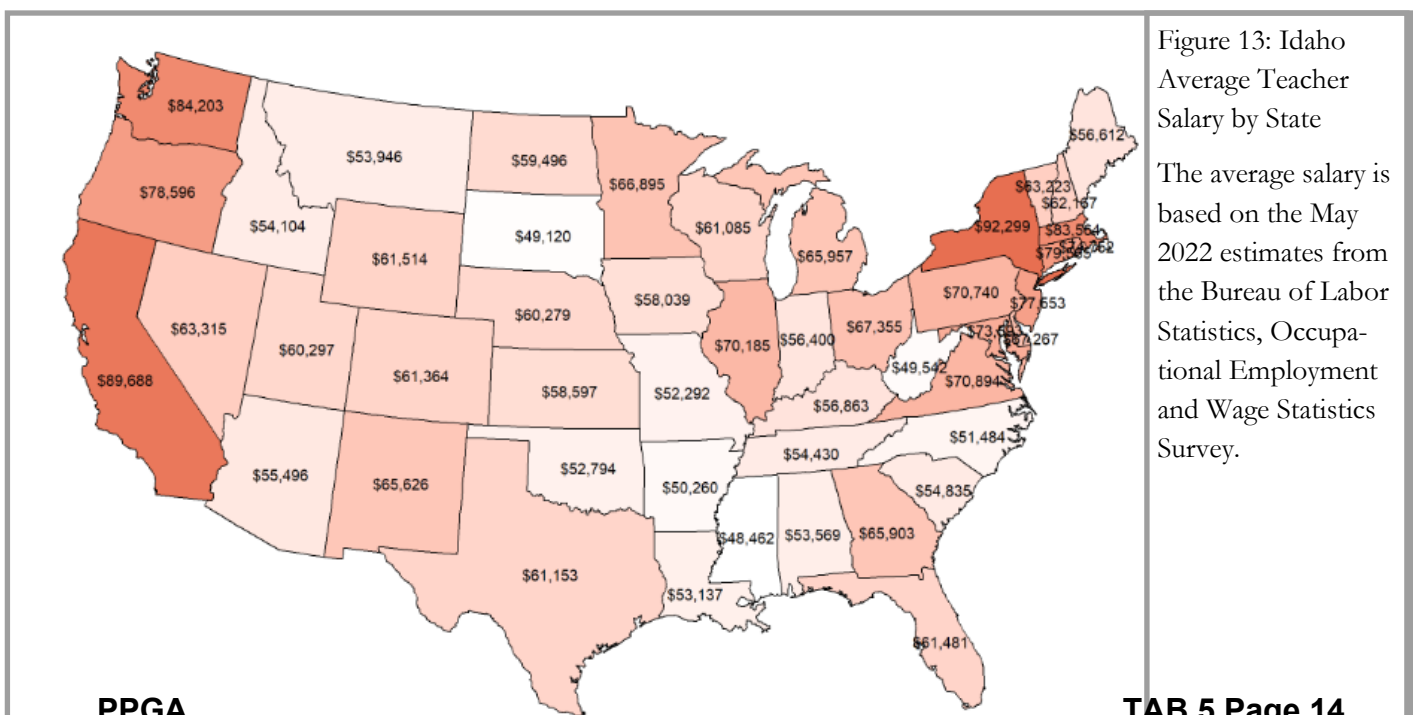


Figure 14, on the opposite page, illustrates Idaho's average teacher salary in a nationwide comparison. The national average teacher salary is \$68,716, while the Idaho average salary is \$54,105. This is significantly less the national average salary. Idaho also has a lower average salary compared to neighboring states, which makes Idaho less competitive states and particularly vulnerable to competition with Washington.



TEACHER SALARIES

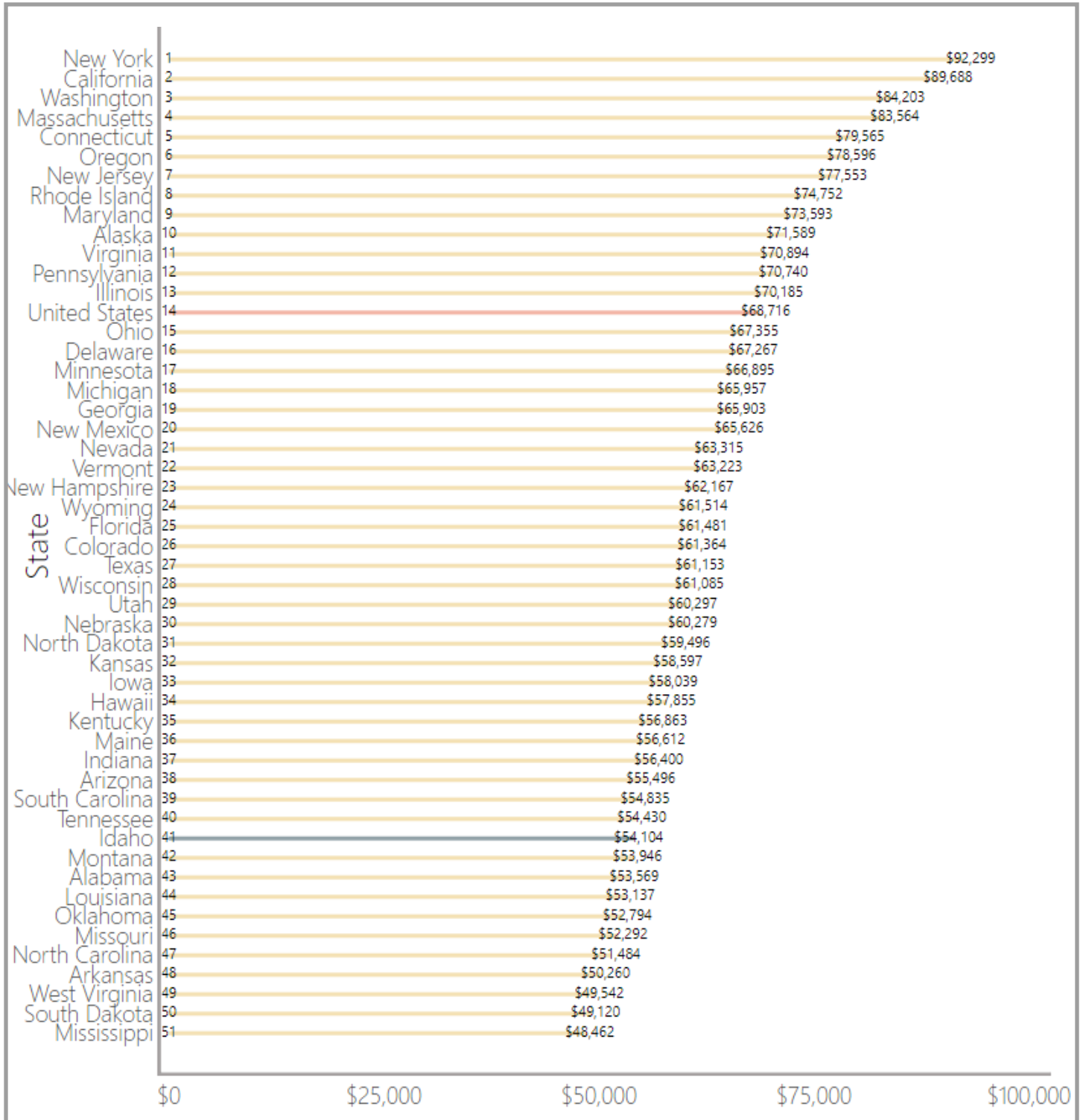


Figure 14: Idaho Average Teacher Salary State by State

The average salary is based on the May 2022 estimates from the Bureau of Labor Statistics, Occupational Employment and Wage Statistics Survey. Almost all of the states bordering Idaho report higher average annual salaries for teachers. Idaho is in the bottom 10 of states with the lowest average annual salary for teachers.

TEACHER RETENTION

Next-Year Retention Rate

Retention data can provide valuable information to guide policy and program decisions by helping to identify patterns in teacher career choices, particularly around the choice to leave the field. Idaho's next-year teacher retention rate is comparable to the national average. This retention measure considers the percentage of teachers employed in one year that are reported as teacher of record the following year.

Idaho's next year teacher retention rate for the last five years is represented in Figure 16. The 2022-2023 next year retention rate in Idaho was 88% as compared to an averaged 2022-2023 national next year retention rate of 90% as reported by Rand Corporation.

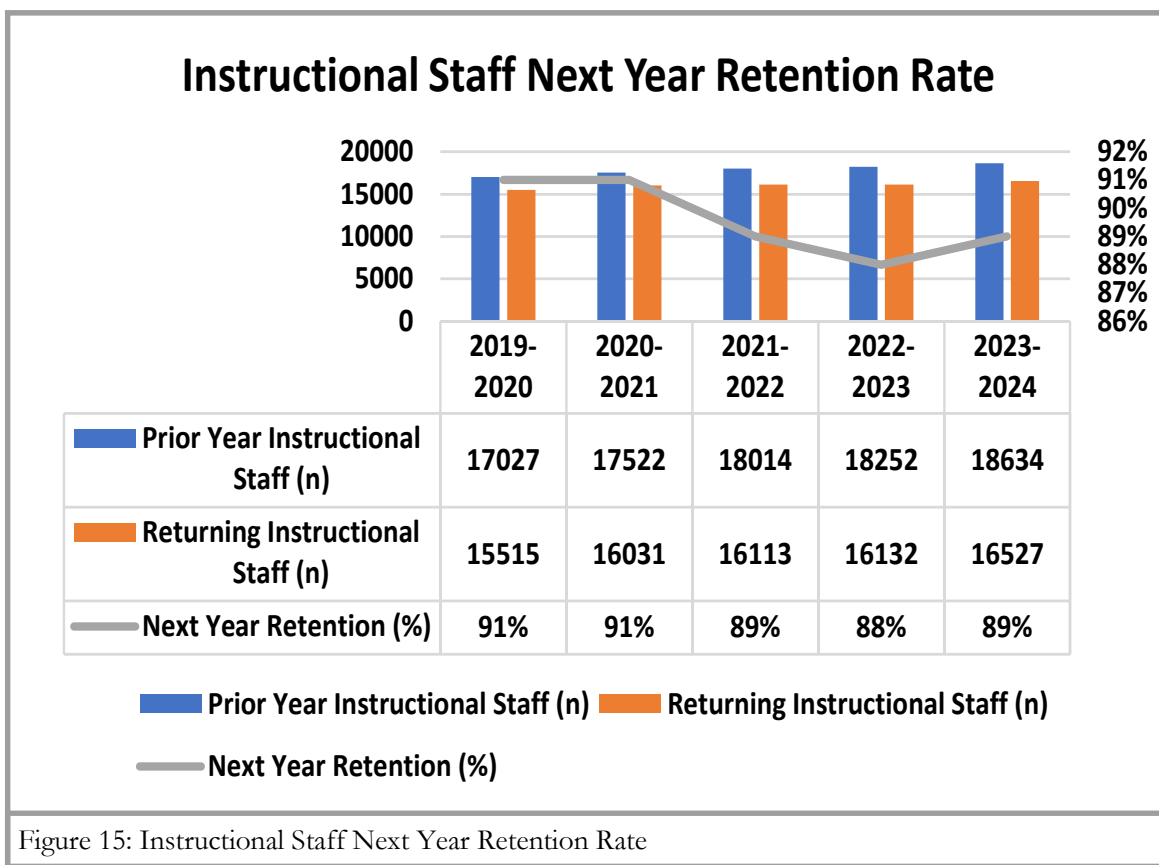
It is important to also consider turnover rates. The pre-pandemic next-year teacher turnover rate was highest in the southern part of the country at 16.7% and the lowest in the northeast at 10.3% as

reported by the Learning Policy Institute. With a turnover rate of 12%, Idaho's next-year teacher turnover rate is relatively low.

Unfortunately, Idaho is not only faced with solving for a 12% turnover rate on the whole, it is also faced with solving for a regular shortfall in meeting the workforce needs of the field, as well as a steadily growing K-12 student population.

High-quality training is an integral part of developing high-quality teachers. An emphasis on recruitment, preparation, training, and retention of teachers is of the utmost importance. Some important components of teacher retention include strong teacher preparation and support, competitive salaries, and supportive working environments that provide professional development and mentoring.

Although short-term retention rates are relatively high in Idaho, longer-term retention rates tell a different story.



TEACHER RETENTION

Five Year Retention Rate

The five-year retention rate of early career teachers, while slightly higher than the national average, is still low and trending down. This poses an opportunity for policy makers to focus on implementing stronger mentorship programs for new teachers.

The five-year retention rate of first year teachers in Idaho has ranged between 63%-68% over the last five years. A national study conducted by the University of Pennsylvania reported that 10% of new teachers leave the occupation in one year, and that 44% of new teachers leave the occupation within five years.

A larger percentage of early career teachers, after completing all certification requirements, are still choosing to leave the field of education within five years. Not only does this pose a retention problem in a rapidly growing state, it also poses a problem of expertise and mentorship.

As 32-37% less teachers leave before they enter the

middle of their career, this can create a gap of experience. It is important to increase retention of new teachers and provide development and support in order for those new teachers to become veteran teachers.

Mentorship Needs

Sections 33-1201A and 33-512, Idaho Code require all new teachers to be mentored by experienced teachers for the first three years of their careers. Several factors, including a school's rural location and the unfunded nature of the mandate, can make meeting this requirement a difficult task. Regardless, educators need access and opportunity to engage in professional development and mentorship that is appropriate to the stages of their careers in order to remain effective. With this in mind, the Board is launching a statewide mentorship and professional development platform in 2024. The program is funded for a 2-year pilot by federal covid relief funds. Implementation data will be monitored for impact on retention rates.

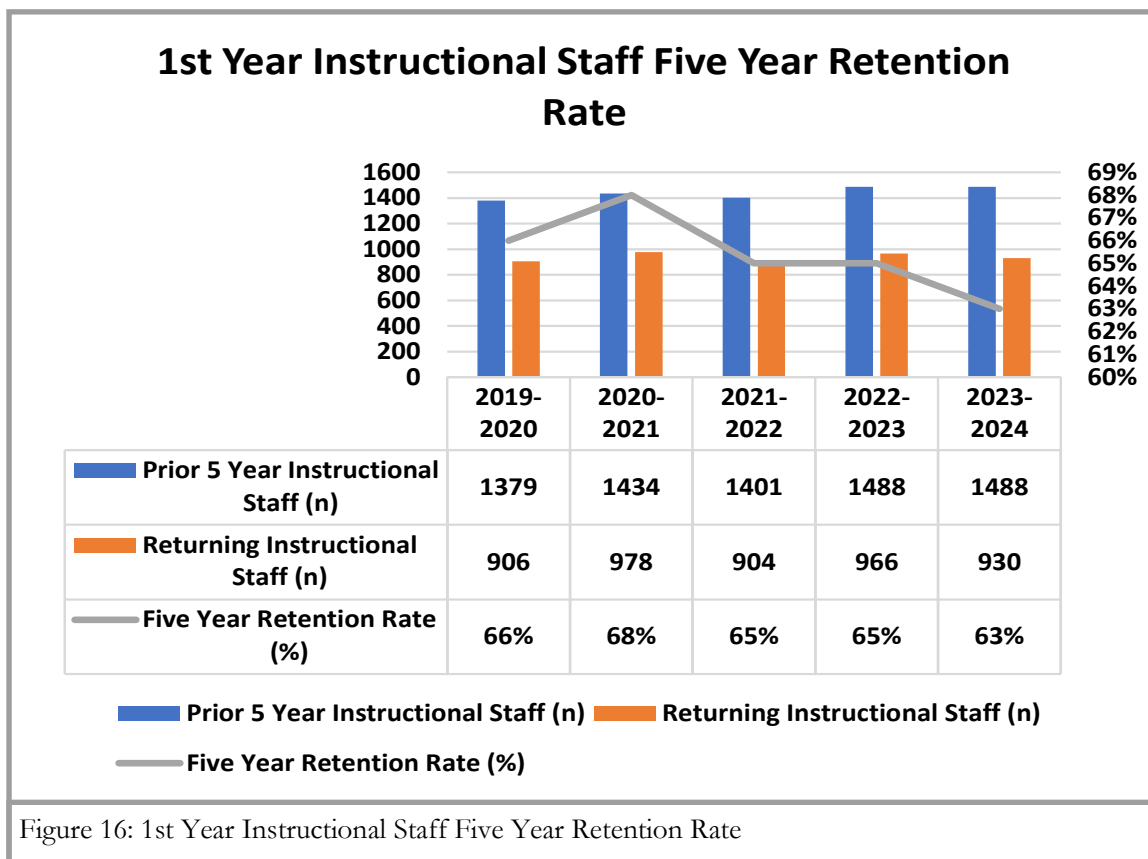
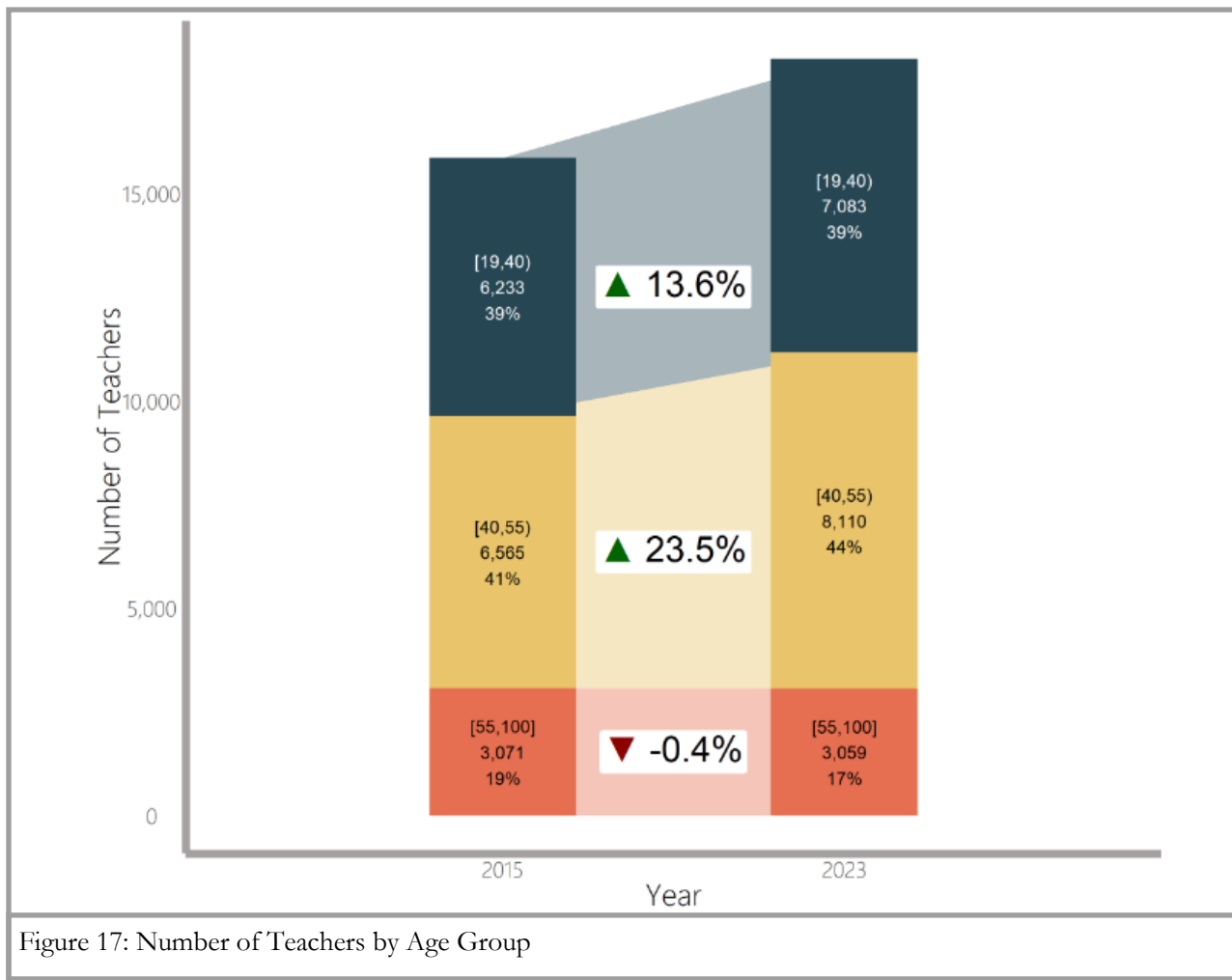


Figure 16: 1st Year Instructional Staff Five Year Retention Rate

TEACHER RETENTION



Aging Teacher Population

A final important factor to consider when evaluating the educator pipeline is that Idaho's teacher population is aging. Figure 17 illustrate the change in teacher age by age band.

Between 2015-2022, the number of teachers between the age of 40-55 increased by 23.5%. In reviewing the teacher pipeline by age band, it is clear that the teacher population is aging. The age range 40-55 is increasing at a higher rate than other age groups and almost twice that of the increase seen in the age band of 20-40. These rates can be found in the [Idaho's Teacher Workforce](#) report.

If this trend continues, a substantial portion of Idaho's teachers are likely to retire in close succession to one another resulting in a larger teacher shortage.

There is a critical need to recruit, prepare, train, and retain teachers in order to fill the retirement vacancies that will happen in close succession to one another. Furthermore, if Idaho continues to lose 32%-37% of new teachers by their fifth year, Idaho may see a widening experience gap.

Veteran teachers not only have extensive experience, but are on average more effective at raising student achievement than less experienced teachers. Teachers improve their skills and effectiveness through experience, professional development, and mentorship from more experienced and veteran teachers. Therefore, a focus on ongoing professional development and mentoring to increase the experienced teaching workforce and increased efforts to retain experienced and effective teachers is imperative.

NATIONAL RECOMMENDATIONS

Raise the Bar: Lead the World

Raise the Bar: Lead the World is the U.S. Department of Education's call to action to transform P-12 education and advance equity and excellence. The U.S. Department of Education believes that when the bar is raised, all of the nation's students will build skills to succeed inside and outside of school that will support students in reaching new heights in the classroom, careers, and lives.

This initiative identifies three primary areas of focus for policy makers around the country. These include: achieve academic excellence, boldly improve learning conditions, and create pathways for global engagement.

Under the umbrella of the three primary areas of focus, several recommendations for action are outlined. The five recommendations below are aligned to the U.S. Department of Education's strategies to recruit, prepare, train, and retain teachers.

- **Improve teacher compensation and working conditions**
 - Increasing teacher compensation is critical to effectively recruiting and retaining the teachers that schools need. Teachers make 24% less than comparable college graduates and this gap can inhibit people from choosing to become a teacher and/or staying in the profession.
- **Promote career ladders for teachers**
 - Career advancement and leadership opportunities that allow teachers to grow professionally and earn additional compensation while remaining in the classroom can support effective teacher recruitment, retention, and growth. With the appropriate supports, such as release time and additional compensation for additional responsibilities, teacher leader-

ship and advancement can support improved student outcomes and teacher recruitment and retention.

- **Support effective new teacher induction and ongoing professional learning**
 - To succeed in the classroom, new teachers need not only high-quality educator preparation programs with robust clinical experience, they also need effective induction programs that provide job-embedded professional development and support. Effective induction and ongoing, high-quality professional learning are critical to teacher retention and to maximizing the impact of teachers on student achievement and other positive student outcomes.
- **Support high-quality and affordable educator preparation**
 - Expanding access to high-quality and affordable educator preparation is critical to eliminating educator shortages and providing students with the high-quality teachers they need to succeed.
 - Registered Apprenticeship Programs can be an effective, high-quality “earn-and-learn” model that allows candidates to obtain their teaching credential while earning a salary by combining coursework with structured, paid on-the-job learning experiences with a mentor teacher.
- **Promote educator diversity**
 - Increasing the diversity of our educator workforce is critical to supporting the academic success of all students. Studies suggest that all students, and particularly students of color, benefit from having teachers of color.

REFERENCES

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POLICY, PLANNING AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023

SUBJECT

ARP ESSER SEA Set Aside Funds Designations Proposal

REFERENCE

October 2021	Idaho State Board of Education (Board) approved use of ARP ESSER SEA Set Aside funds for the Accountability Oversight Committee's use and an Accelerated Math Collaborative and approved the distribution methodology for 2.5% of the funds for LEA's who receive no or low funds through the US DOE Title I methodology.
January 2022	Board approved allocations of the ESSER SEA Set Aside funds, including: the Dyslexia Handbook; a statewide professional development and mentoring platform; ISEE improvements; and a collaborative between the STEM Action Center, Commission for Libraries, and the Idaho Out-of-School Network to support summer programs and after school programs.
February 2022	Board approved additional allocation of ARP ESSER SEA Set Aside funds to the Summer and After School Collaborative (STEM Action Center, Commission for Libraries, and Idaho Out-of-School Network).
June 2023	Board approved allocation of ESSER SEA Set Aside funds for Ampact Reading Coaches.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-110
American Rescue Plan Act of 2021, Public Law 117-2

BACKGROUND/DISCUSSION

The federal American Rescue Plan (ARP) Act was enacted on March 11, 2021. It provided a third installment of funding for Elementary and Secondary Emergency Relief, referred to as ARP ESSER. Idaho's original allocation was \$439,942,041; this was later adjusted to \$440,131,920. Of the funds allocated to Idaho, 90% (\$396,118,728) was required to be distributed directly to local education agencies based on the US Department of Education's Title I methodology and 10% (\$44,013,192) could be set aside to be used by the state education agency (SEA). The 10% SEA Set Aside is required to be used in the following manner:

- 5% of total ARP ESSER for implementation of evidence-based interventions aimed specifically at addressing learning loss
- 1% of total ARP ESSER for evidence-based summer enrichment programs
- 1% of total ARP ESSER for evidence-based comprehensive after school programs
- Up to ½ of 1% of total ARP ESSER for administrative costs and emergency needs (\$2,200,660)

POLICY, PLANNING AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023

- The remainder (at least 2.5%) “for emergency needs as determined by the SEA to address issues responding to coronavirus, which may be addressed through the use of grants or contracts.”

An SEA must award ARP ESSER funds not allocated to LEAs within one year of the date the SEA receives those funds.” The funds are available for “obligation” by SEAs and sub-recipients through September 30, 2023.

Idaho Code § 33-110 designates the State Board of Education as Idaho’s SEA.

At Board meetings in October 2021, January 2022, February 2022, and June 2023, the Board approved allocations for the majority of the SEA Set Aside funds. All of the approved proposals for spending, with the exception of the funding to the non-Title I and low Title I schools, were approved as amounts not to exceed. As actual spending has been clarified, the remaining funds could be designated by the Board to support priorities in alignment with the ARP ESSER State Plan. The State Plan outlines how the Set Aside funds will be used in alignment with federal law, with particular attention to how the learning loss and emergency funds will be used, as they have more flexibility than the after school or summer school spending. Idaho’s State Plan specifies that the learning loss funds will be used to address pandemic-related student achievement issues that have appeared in early literacy (grades K-4), middle grades math, and high school credit recovery.

The current proposal includes two pieces designed to identify designations for the remaining funds under the Board’s spending authority. As shown in Attachment A, at this time, we have identified the following portions of the ARP ESSER SEA Set Aside funds are not yet designated: \$236,596 of learning loss funds; \$1,106,555 of summer learning funds; and \$896,083 of after school learning funds.

Part one of this proposal is to designate all of the remaining learning loss funds (\$236,596) to the Math Accelerated Learning Collaborative. Statewide data reviews have demonstrated that K-12 math achievement was more impacted by the pandemic and that recovery has been slower. The Math Accelerated Learning Collaborative is comprised as a project within Idaho’s Regional Math Centers at Boise State University, Idaho State University, and the University of Idaho. The project provides professional development support to educators statewide through online webinars, and in-depth, targeted support regionally through partnerships with specific schools. The leads of the Math Accelerated Learning Collaborative previously reached out to Board staff regarding potential additional funds, as demand for participation in their project was higher than anticipated. More recently, the leads have confirmed that they have the capacity to receive and spend the additional funds within the appropriate timeline. The additional funds will be used by the Math Accelerated Learning Collaborative to address needs that have arisen during the work thus far, including serving additional schools and teachers, developing specific training for administrators, and establishing a teacher leader cohort.

Part two of this proposal is to designate all of the remaining \$2,002,638 of summer learning and after school learning funds to the STEM Action Center and Idaho Out-of-School Network. These entities are working closely with Board staff to ensure that the unspent funds for summer and after school learning are obligated and spent appropriately in order for the final spending to be aligned to the exact division outlined in federal law as a part of Idaho's SEA Set Aside distribution. The funds will be spent to support additional rounds of grants for implementation of summer and after school programming and professional development for staff implementing the programs. Both the STEM Action Center and Idaho Out-of-School Network have had substantial demand in their competitive grant processes and have additional partners they would like to fund. The professional development opportunities will include state and regional conferences and roundtables and direct coaching for some partners.

IMPACT

Approval of this request will designate ARP ESSER SEA Set Aside funds for the activities in this proposal and meet the federal requirements around the use of funds.

ATTACHMENTS

Attachment 1 – ARP ESSER SEA Set Aside Designations and Spending

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed Math Accelerated Learning Collaborative project is well-aligned to the state's ARP ESSER Plan and the Board's focus on accelerating learning in 5-9 mathematics to address impacts of the pandemic.

The proposed STEM Action Center and Idaho Out-of-School Network project fits within the clear and limited parameters of the federal requirements for a portion of the SEA Set Aside funds and will support our state's efforts to continue accelerated learning outside of the school day.

Staff has confirmed that funds are available for these requests and that the projects fits well within the federal government's requirements for use of ARP ESSER SEA Set Aside funds. Approval of these requests will designate the remainder of funds under the Board's spending authority. The only possible need for re-designation will be if any of our existing partners communicate that they will not be able to spend all of their funds. All ARP ESSER SEA Set Aside funds must be obligated by September 30, 2023.

The Math Accelerated Learning Collaborative, STEM Action Center, and Idaho Out-of-School Network are long-term partners who are already engaged in projects using ARP ESSER funds. Both groups have communicated additional demand and confirmed their capacity to receive and expend funds by the federal deadlines.

POLICY, PLANNING AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023

Staff recommends approval.

BOARD ACTION

I move to approve the Math Accelerated Learning Collaborative request from Boise State University, Idaho State University, and University of Idaho to use ARP ESSER SEA Set Aside learning loss funds to provide math professional development support for Idaho educators for an amount not to exceed the \$236,596.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the Math Accelerated Learning Collaborative request from Boise State University, Idaho State University, and University of Idaho to use ARP ESSER SEA Set Aside summer learning and after school learning funds to provide summer and after school program grants and professional development support for Idaho educators for an amount not to exceed the \$2,002,638.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ARP ESSER SEA Set Aside Designations and Spending

Item / Contract	Board Approved Amount	Current Designations	5% of total (50% of Set Aside) Learning Loss Interventions	1% of total (10% of Set Aside) Summer Learning	1% of total (10% of Set Aside) After School Learning	0.5% of total (5% of Set Aside) Admin or Emergency	Remainder / at least 2.5% of total (25% of Set Aside) Emergency needs
TOTALS			\$22,006,596	\$4,401,319	\$4,401,319	\$2,200,660	\$11,003,298
Funds for Non-Title & Low-Title LEAs	\$11,003,298	\$11,003,298					\$11,003,298
STEM Action Center		\$2,000,000		\$729,352	\$1,270,648		
Commission for Libraries	\$6,800,000	\$1,250,000		\$750,000	\$500,000		
Idaho Out-of-School Network		\$3,550,000		\$1,815,412	\$1,734,588		
Math Accelerated Learning Collab	\$3,500,000	\$3,500,000	\$3,500,000				
AOC - Research Contract	\$100,000	\$0	\$0				
Dyslexia Handbook	\$100,000	\$20,000	\$20,000				
Statewide PD & Mentoring Platform	\$1,600,000	\$1,600,000	\$1,600,000				
ISEE Enhancements	\$20,000,000	\$16,200,000	\$16,200,000				
SDE	\$2,200,660	\$2,200,660				\$2,200,660	
Ampact Reading Coaches	\$450,000	\$450,000	\$450,000				
BALANCES		\$2,239,234	\$236,596	\$1,106,555	\$896,083	\$0	\$0

Total SEA Set Aside	\$44,013,192
Currently Designated	\$41,773,958
BALANCE - Remaining to be designated	\$2,239,234

This remaining balance is just what is left under OSBE; it does not include the remaining admin / emergency under SDE's spending authority

Total SEA Set Aside	\$44,013,192
OSBE Spending Authority	\$30,809,300
SDE Spending Authority	\$13,203,892
BALANCE - Remaining to identify spending authority	\$0

The SDE's spending authority includes the \$2.2 mil in admin / emergency funds and the \$11 mil emergency needs funds for no- and low- Title I schools (as shown in green above)

**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT UPDATE	Information Item
2	FALL IRI REVIEW	Information Item
3	HARDSHIP STATUS ATHOL ELEMENTARY	Action Item
4	ASSESSMENT ITEM REVIEW COMMITTEE RECOMMENDATIONS	Action Item
5	FEDERAL FUNDS REQUEST	Action item

**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

SUBJECT

K-12 Overview

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Bylaws (Operational Procedures) Section E.4.
Section 33-125, 125A, and 127, Idaho Code

BACKGROUND/DISCUSSION

Idaho State Board of Education Bylaws establish the superintendent of public instruction as responsible for carrying out policies, procedures, and duties prescribed by the Constitution of the State of Idaho, and Idaho Code or established by the Board for all elementary and secondary school matters.

Debbie Critchfield was sworn into office as the Idaho Superintendent of Public Instruction on January 2, 2023. She will update the State Board of Education (SBOE) on the Superintendent's priorities moving forward.

- Idaho Career Ready Students (ICRS) Update
- Modernizing School Funding/K-12 Budget Submission
 - 2024 Legislation
- Graduation Requirements Update
- Fall IRI Update, Goal-Setting

BOARD ACTION

This item is for informational purposes only.

**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

SUBJECT

Fall 2023 IRI Results

REFERENCE

August 2016	Board members adopted the recommendations from the Early Literacy Assessment Working Group to replace the current statewide Idaho reading assessment with an electronically administered, computer adaptive assessment.
December 2018	Board reviewed fall IRI performance on the new assessment.
October 2019	Board reviewed the statewide reading assessment results and discussed literacy growth targets.
October 2020	Board reviewed the statewide reading assessment results as part of the October Work Session.
October 2021	Board reviewed the statewide reading assessment results, including the fall 2021 administration as part of the Work Session discussion.
December 2021	Board received an update on the fall 2021 statewide reading assessment, the Idaho Reading Indicator, results.
October 2022	Board received an update on the statewide reading assessment and cohort growth numbers as part of the Work Session's performance measure discussion.
December 2022	Board received an update on the fall 2022 statewide reading assessment, the Idaho Reading Indicator, results.
October 2023	Board received an update on the spring 2023 statewide reading assessment, the Idaho Reading Indicator, results.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code Chapter 18, Title 33

Administrative Code, IDAPA 08.02.03.111 Assessment in Public Schools

BACKGROUND/DISCUSSION

This fall's Idaho Reading Indicator (IRI) administration occurred between August 1, 2023, and September 29, 2023. By default, students participated in person, but the state again enabled a remote administration option to provide additional flexibility for schools and students. The Idaho Department of Education (Department) matches the IRI results to the October public school enrollment data to create a final dataset. At the time of the Board material submission deadline,

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the Department was still working on the data cleanup process. Specifically, less than 1% of students were not matched to their enrollment data. The preliminary results show that Idaho schools continue to make progress in the fall IRI with a one or two percentage points increase in proficiency across grade levels.

The Department will finalize the data and provide a presentation to update the Board on current early reading performance at the December Board meeting.

ATTACHMENT - 1 Fall IRI data

IMPACT

This agenda item will provide the Board and Board staff with updated IRI performance data to inform ongoing discussions about early literacy.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Meeting materials were not provided to Board staff prior to the Board meeting. As such, Board staff cannot provide comments or recommendations.

BOARD ACTION

This item is for informational purposes only.



Idaho Department
of Education

Fall 2023 IRI

Dec. 2023 OSBE

Attachment 1



Tab 2 Page 1

Summer Slide

Summer Slide

Attachment 1



Tab 2 Page 3

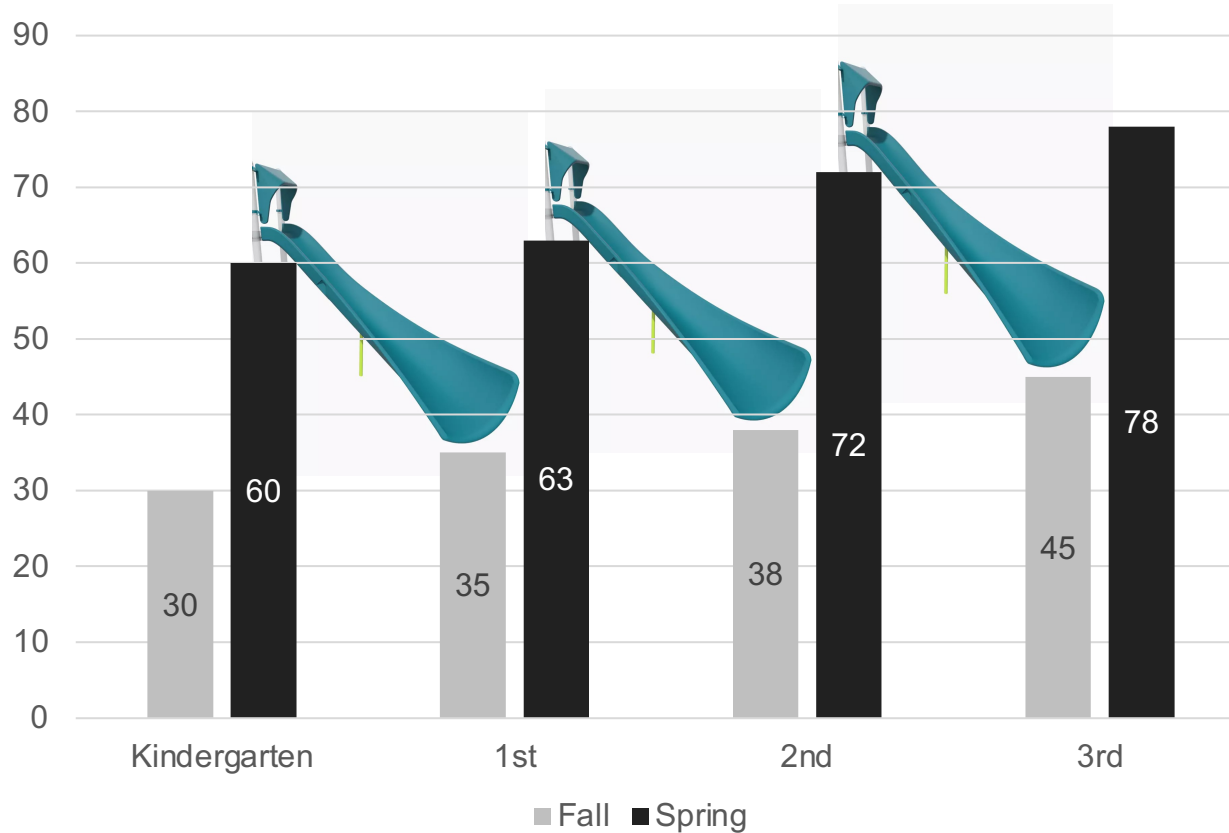
Summer Slide

“Summer slide” is the tendency for students to lose some of the achievement gains they made during the previous school year.

- Lack of daily application of learned skills
- Not reading at home
- Little/no new learning

Summer Slide

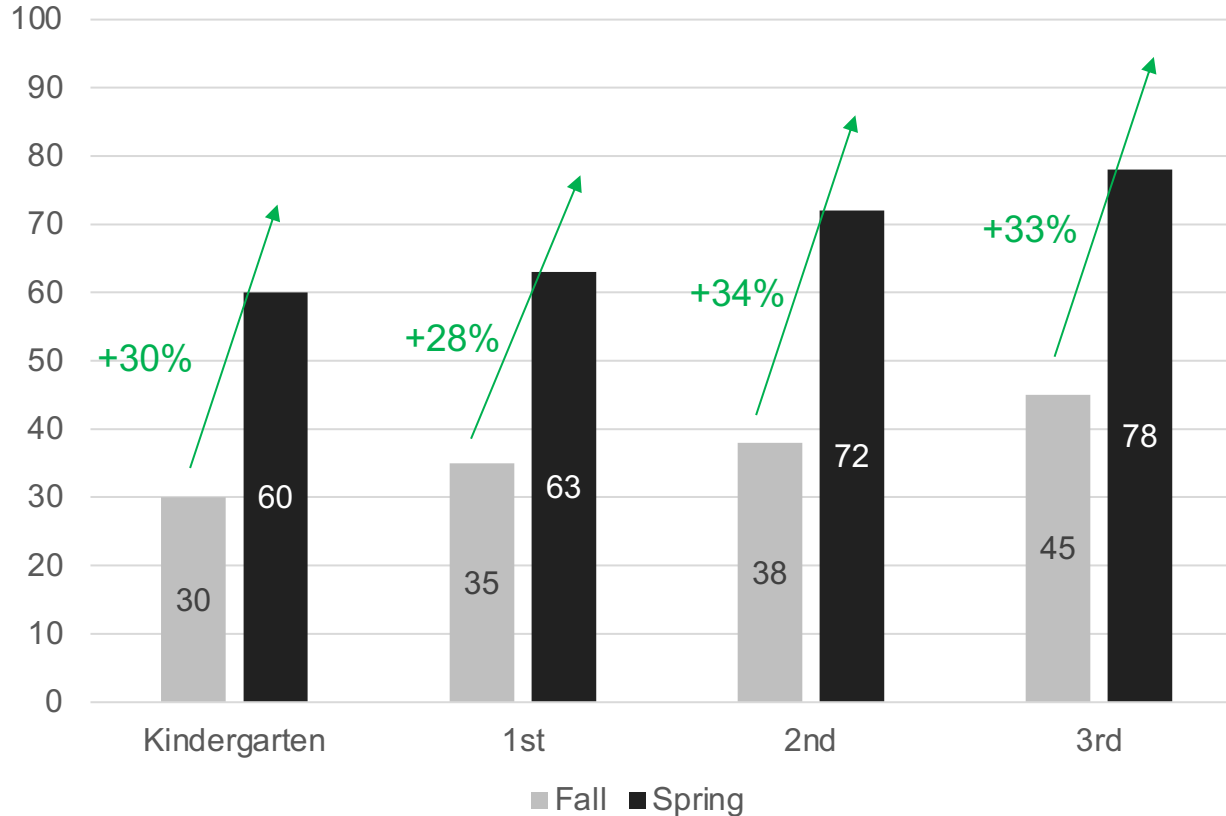
Attachment 1



Tab 2 Page 5

Summer Slide: SY Growth

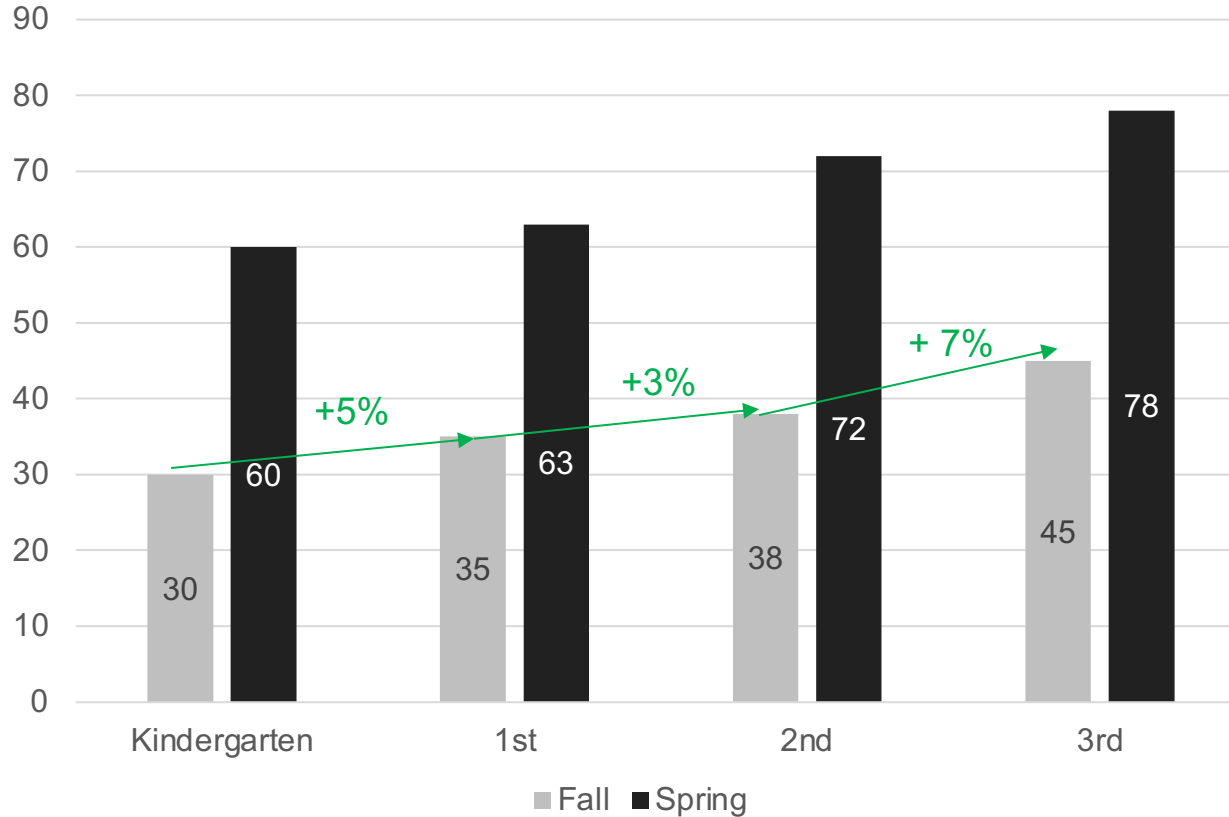
Attachment 1



Tab 2 Page 6

Summer Slide: Reduced

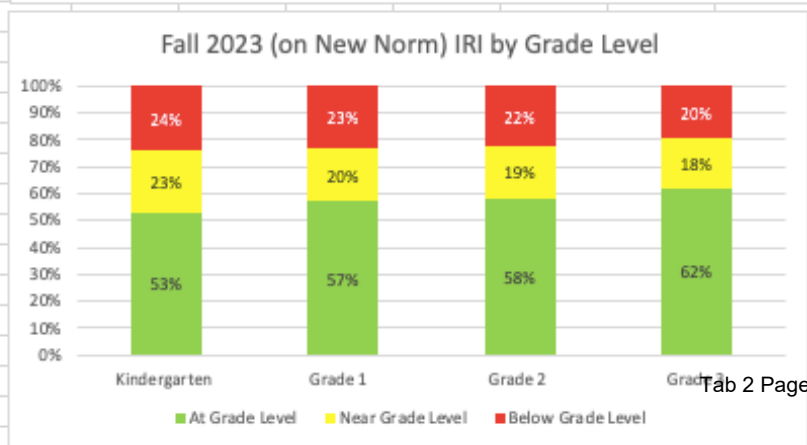
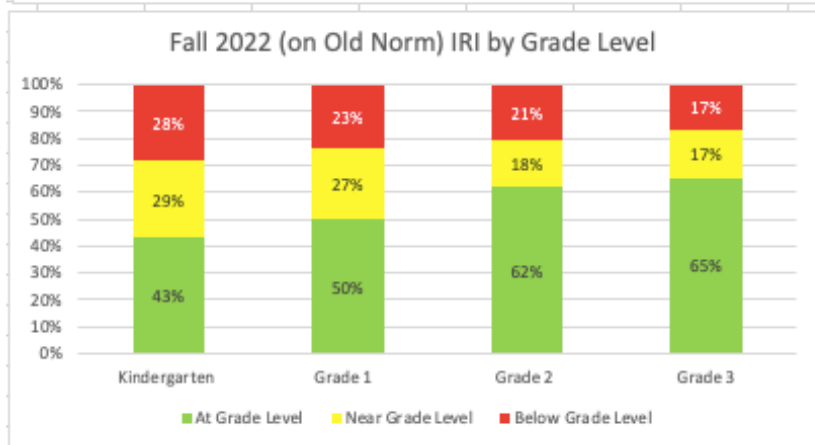
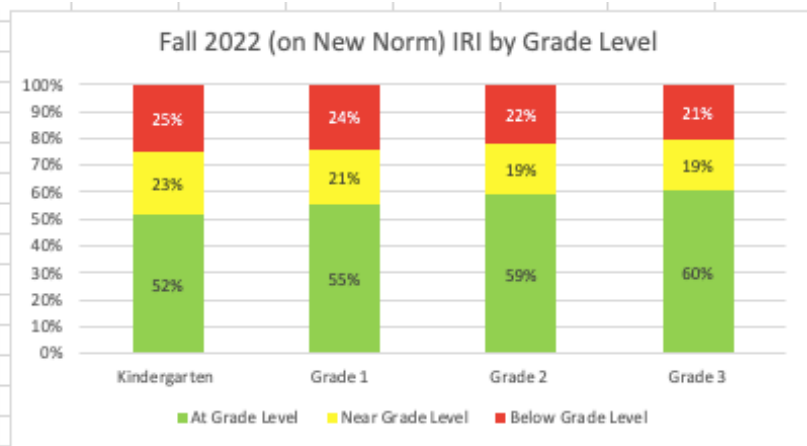
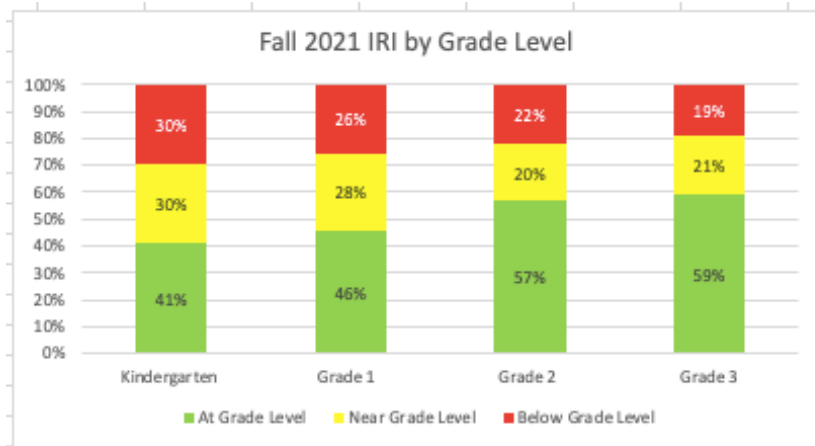
Attachment 1



Tab 2 Page 7

Fall IRI Data

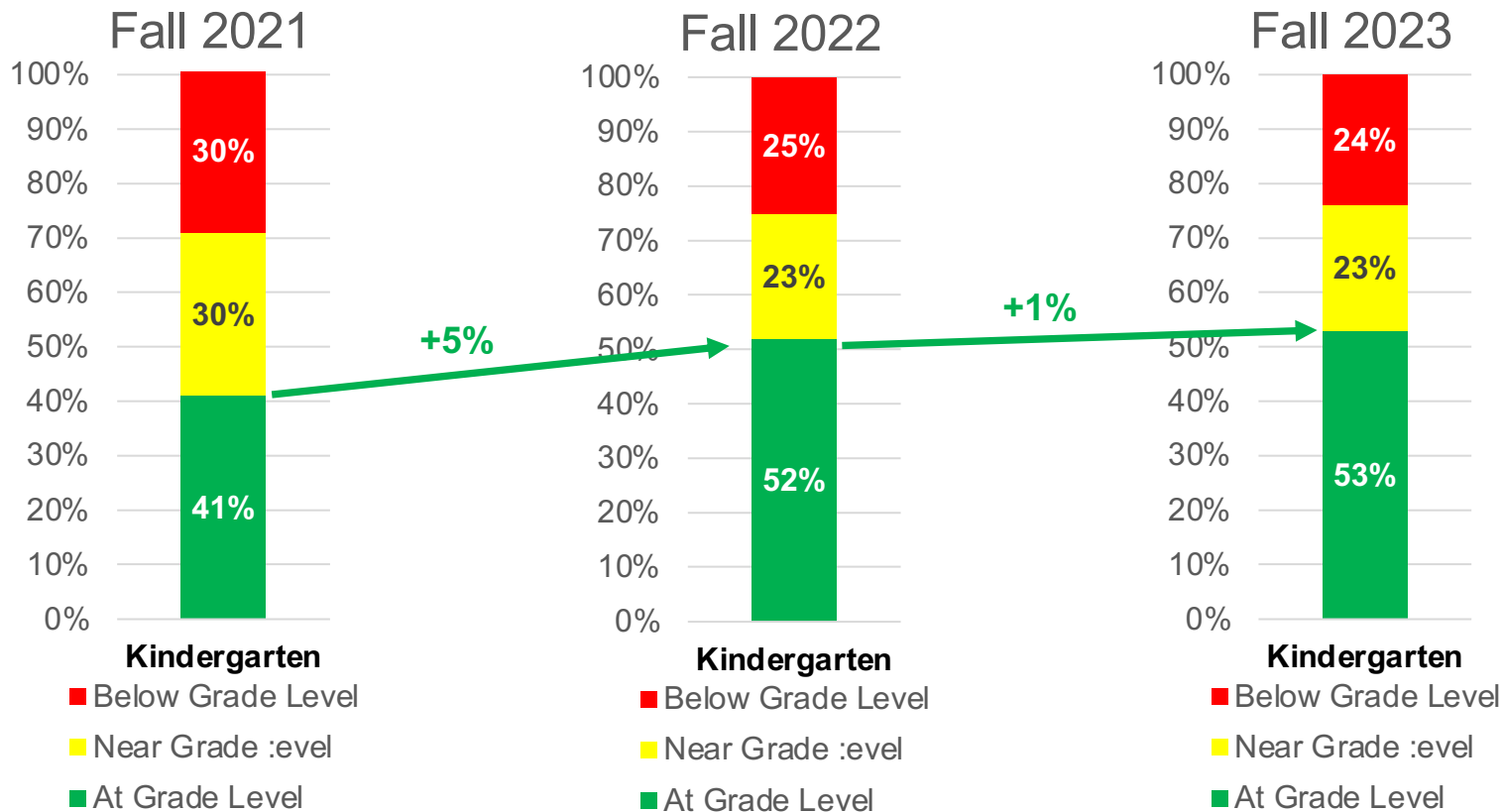
Attachment 1



Tab 2 Page 8

Fall IRI Data: Kindergarten

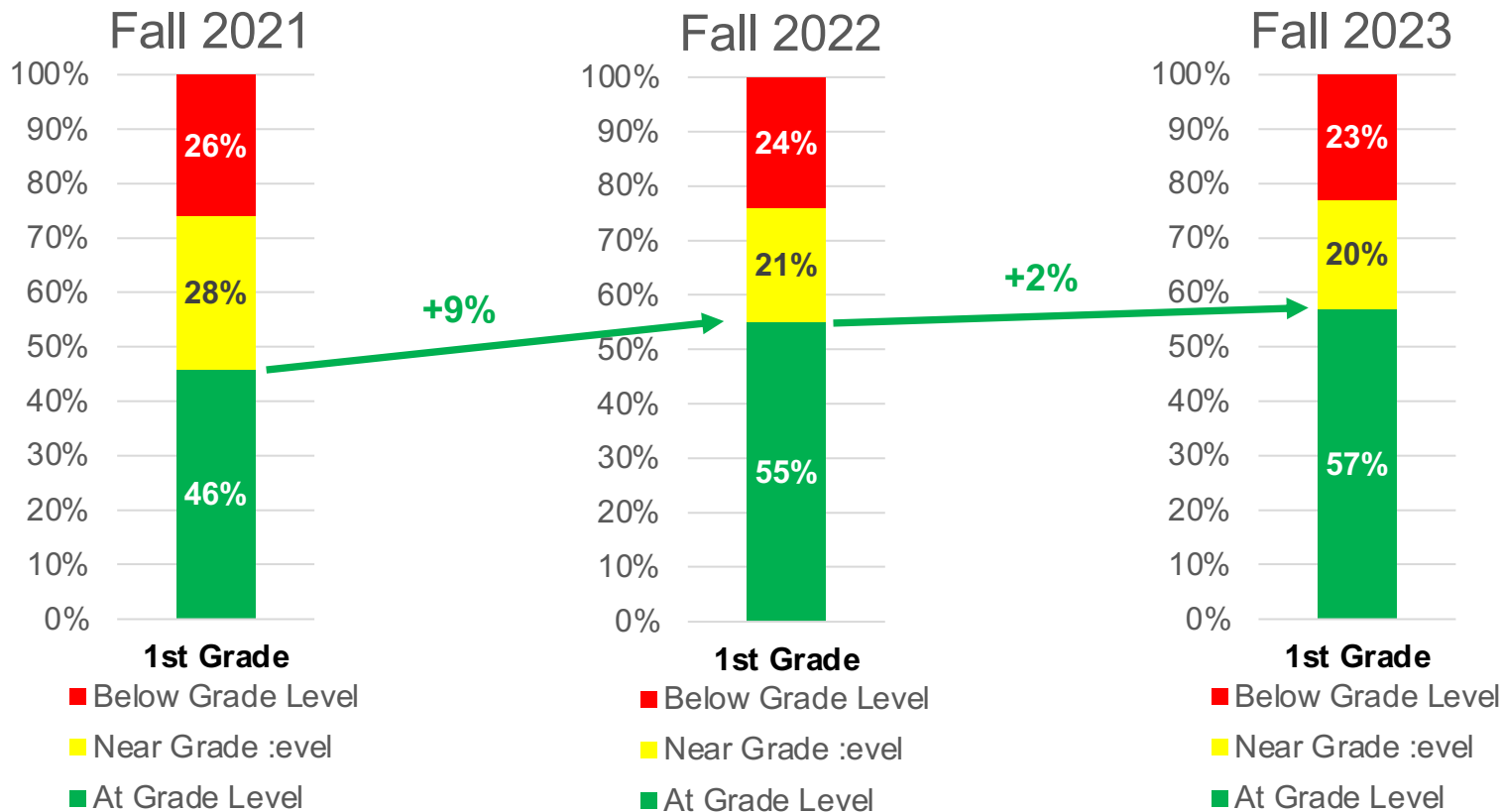
Attachment 1



Tab 2 Page 9

Fall IRI Data: 1st Grade

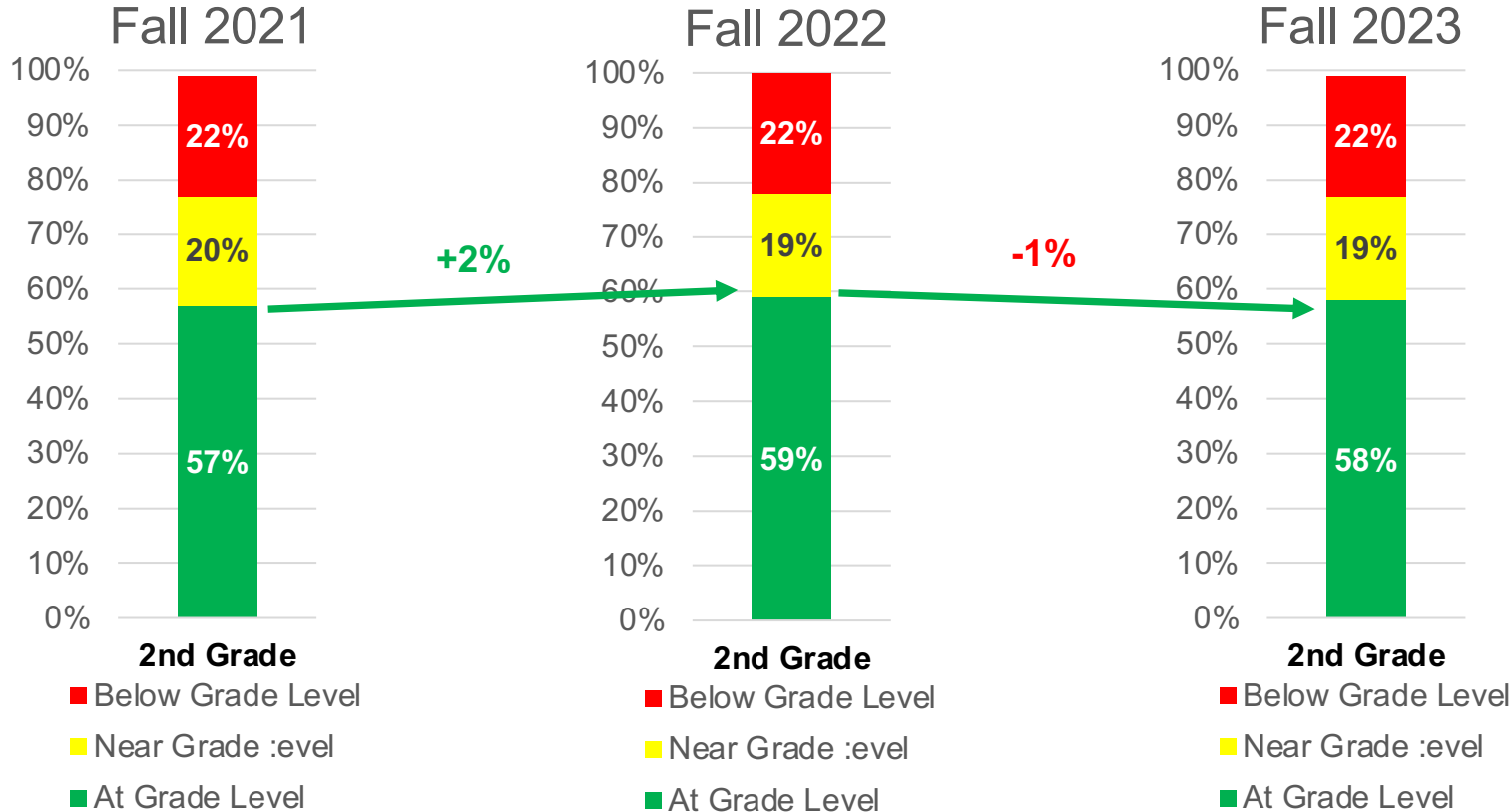
Attachment 1



Tab 2 Page 10

Fall IRI Data: 2nd Grade

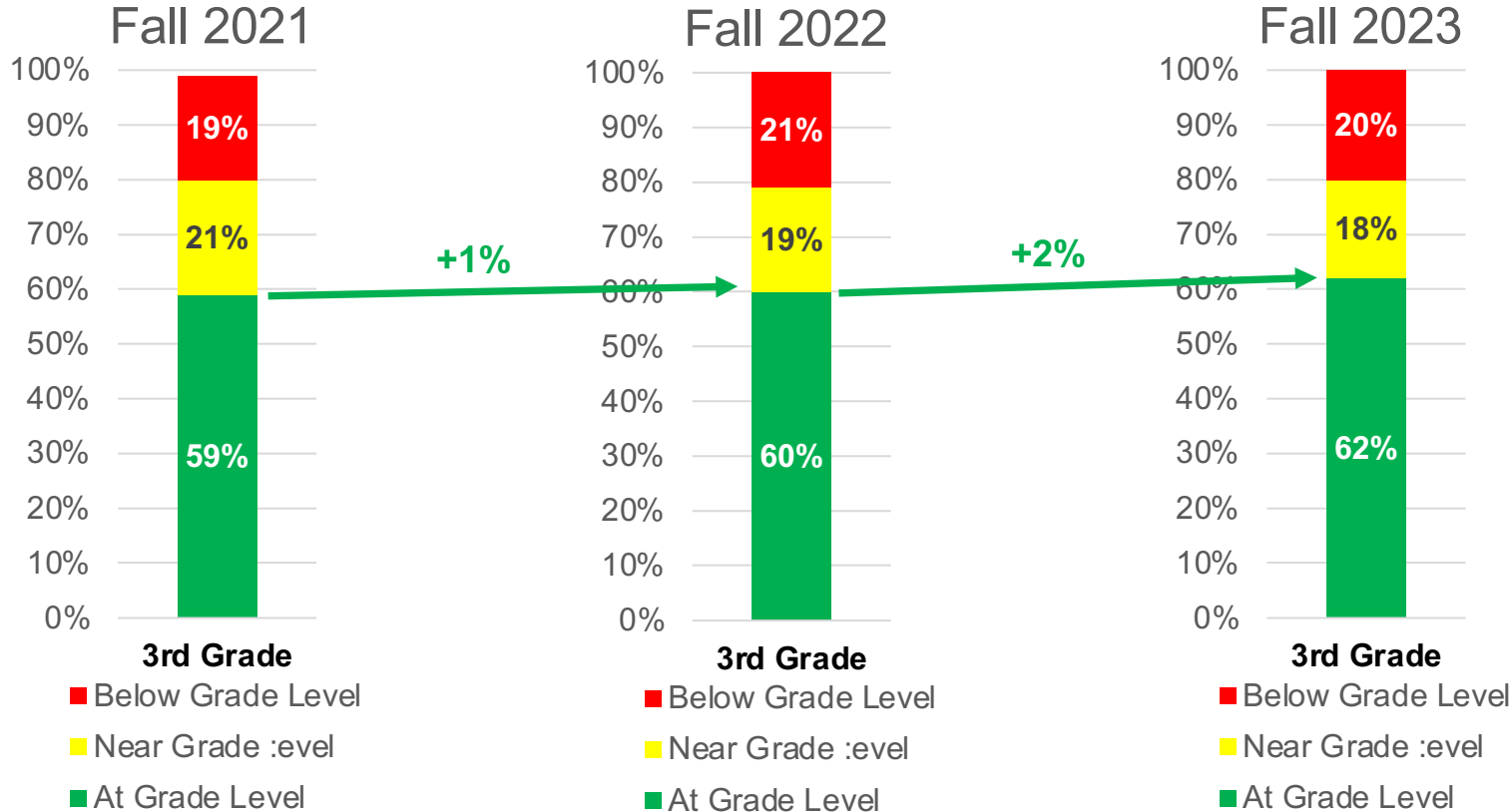
Attachment 1



Tab 2 Page 11

Fall IRI Data: 3rd Grade

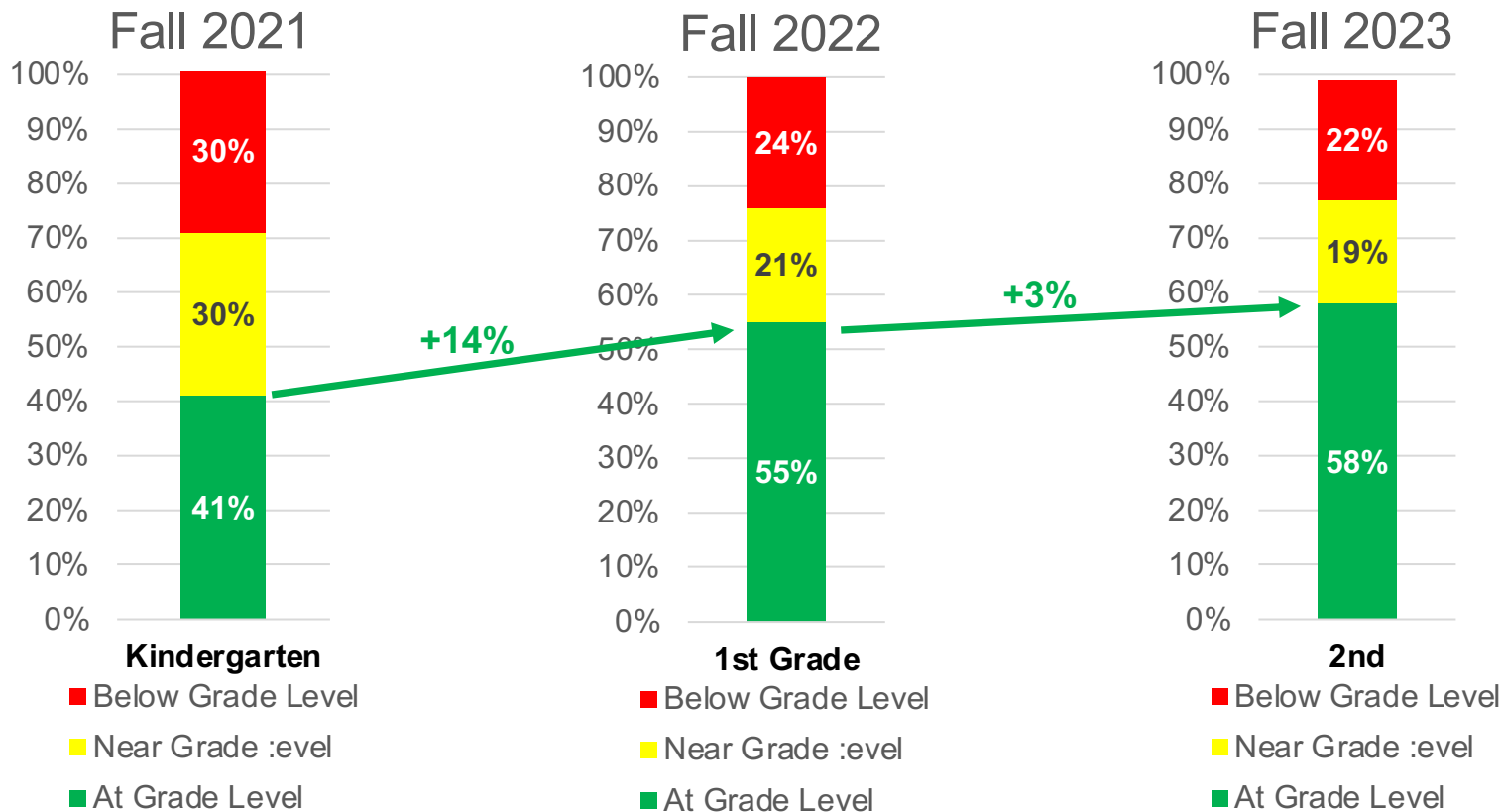
Attachment 1



Tab 2 Page 12

Fall IRI Data: By Cohort

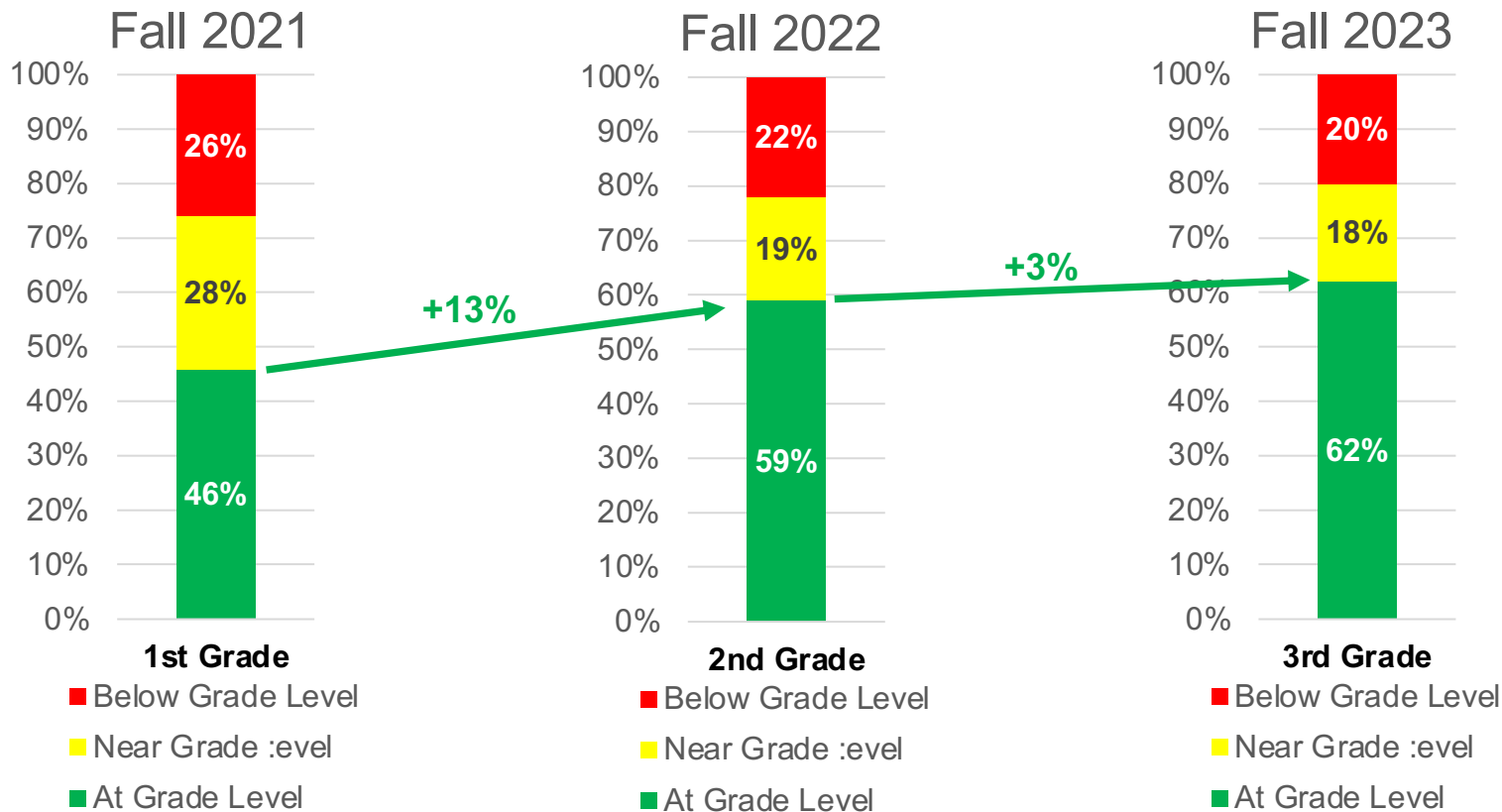
Attachment 1



Tab 2 Page 13

Fall IRI Data: By Cohort

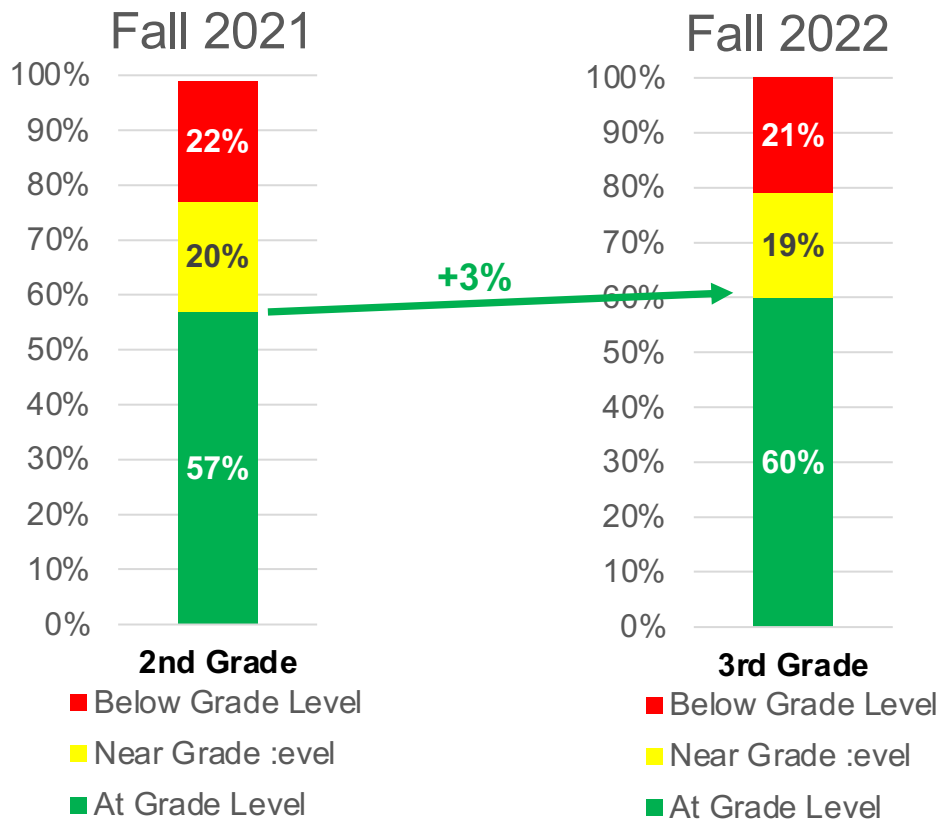
Attachment 1



Tab 2 Page 14

Fall IRI Data: By Cohort

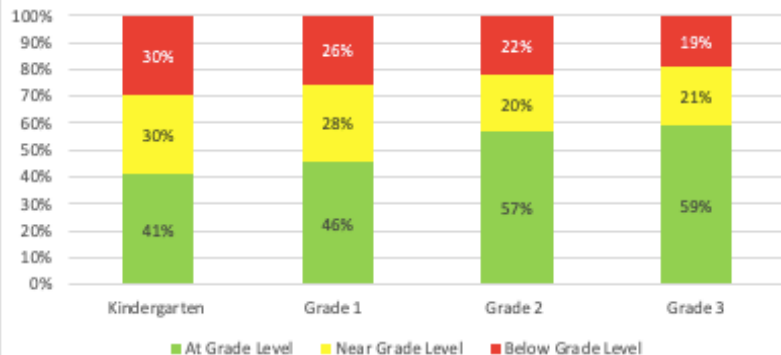
Attachment 1



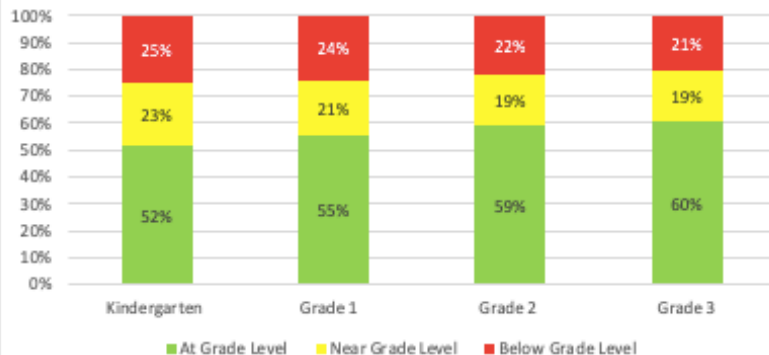
Tab 2 Page 15

Fall IRI Data

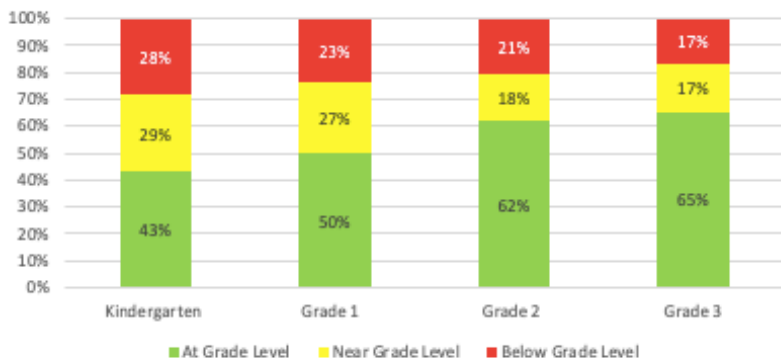
Fall 2021 IRI by Grade Level



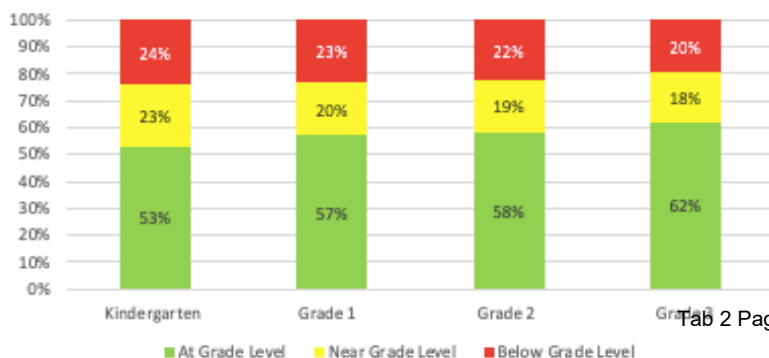
Fall 2022 (on New Norm) IRI by Grade Level



Fall 2022 (on Old Norm) IRI by Grade Level



Fall 2023 (on New Norm) IRI by Grade Level



What's Next: IRI Growth

Attachment 1



Decrease Tier III (**red** – below grade level)

Decrease Tier II (**yellow** – near grade level)

Increase Tier I (**green** – at grade level)

What's Next: IRI Growth

Kinder & 1st Grade: By Spring of 2027...

12% or fewer in tier III (**red**)

- Spring 2023 16% (K)
18% (1st)

15% or fewer in tier II (**yellow**)

- Spring 2023 19% (K)
20% (1st)

73% or greater in tier I (**green**)

- Spring 2023 65% (K)
62% (1st)

What's Next: IRI Growth

2nd & 3rd Grade: By Spring of 2027...

12% or fewer in tier III (**red**)

- Spring 2023 18% (2nd)
15% (3rd)

8% or fewer in tier II (**yellow**)

- Spring 2023 16% (2nd)
16% (3rd)

80% or greater in tier I (**green**)

- Spring 2023 66% (2nd)
69% (3rd)

End

Ryan Cantrell

Chief Deputy Superintendent
State Department of Education



Idaho Department
of Education

**IDAHO DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

SUBJECT

Request for Remote School Status for Athol Elementary School, Lakeland Joint School District #272

REFERENCE

1968 Athol Elementary School designated as a remote elementary school

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1001(26), 33-1003(2)(a) and 33-1003(3), Idaho Code

BACKGROUND/DISCUSSION

The Idaho Department of Education requests that the Board approve the designation of Athol Elementary School, Lakeland Joint School District #272, as a “remote school” pursuant to Section 33-1003(3), Idaho Code.

Historically, Athol Elementary School has been treated as a “separate elementary school” as defined in Section 33-1001(26), Idaho Code. That section provides:

Separate elementary school means an elementary school located more than ten (10) miles on an all-weather road from both the nearest elementary school and elementary/secondary school serving like grades within the same school district and from the location of the office of the superintendent of schools of such district, or from the office of the chief administrative office of such district if the district employs no superintendent of schools.

Because of this separate elementary school status, Athol Elementary School has participated in the Education Support Program outlined under Section 33-1003(2)(a), Idaho Code. However, during a recent review of schools with separate school status, it was determined that Athol Elementary School is located 9.3 miles from the nearest elementary school or district office, meaning 0.7 miles less than the 10.0 miles required to be considered a separate elementary school.

The Department of Education staff confirmed the mileage calculation with the school's administration. Thereafter, the Lakeland Joint School District's School Board submitted a request to the Department seeking a new designation to maintain current funding levels due to the school's particularly remote and isolated location. Relatedly, Section 33-1003(3), Idaho provides:

The board of trustees of any Idaho school district that operates and maintains a school that is remote and isolated from the other schools of the state because of geographical or topographical conditions may petition the state board of education to recognize and approve the school as a remote and necessary school. The petition shall be in form and content approved by the state board of education and shall provide such information as the state board of education may require. Petitions for the recognition of a

**IDAHO DEPARTMENT OF EDUCATION
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school as a remote and necessary school shall be filed annually at least ninety (90) days prior to the date of the regular June meeting of the board of trustees.

Within forty-five (45) days after the receipt of a petition for the recognition of a remote and necessary school, the state board of education shall either approve or disapprove the petition and notify the board of trustees of its decision. Schools that the state board of education approves as being necessary and remote shall be allowed adequate funding within the support program for an acceptable educational program for the students of the school.

. . . .

The final determination of an acceptable program and adequate funding in the case of a remote and necessary elementary school shall be made by the state board of education.

Special conditions exist which warrant designating Athol Elementary School as a remote school, including (See Attachment 1):

- The school substantially meets the 10-mile standard required for designation as a “separate elementary school.”
- The school services a rural area and bus routes must navigate hazardous road conditions during winter months, particularly those roads adjacent to Lake Pend Oreille.
- A request for this designation is not dissimilar from the rationale which provides that public school boards of trustees have the authority to waive the minimum 1.5 miles distance for bussing students based on considerations of age, health, or safety. (See the Standards for Idaho School Buses and Operations (VI)(H)(7).)
- The Lakeland Joint School District employs an armed guard with the endorsement of county law enforcement agencies to be stationed at the school due to the long response time from county law enforcement partners.
- The district is not requesting additional funding; rather, only to maintain the funding it has received since 1968.

IMPACT

Lakeland Joint School District #272 would have received approximately \$98,700 less in FY 2023 if Athol Elementary School had not been considered a separate elementary school. (FY 2024 payment data is not available at the time of drafting this document.)

If the Board approves the request to designate Athol Elementary School as a Remote School, the district’s funding for FY24 “shall be allowed adequate funding within the support program for an acceptable educational program for the students of the school.” Section 33-1103(3), Idaho Code. If the Board does not approve the

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request, the district funding for FY24 will be reduced. The estimated impact, based on FY23 funding, is just under \$100,000.

ATTACHMENTS

Attachment 1 – Letter from Lakeland Joint School District Superintendent Lisa Arnold to State Superintendent Critchfield dated September 30, 2023.

STAFF COMMENTS AND RECOMMENDATIONS

In her September 30, 2023 letter to Superintendent Chritchfield, Lakewood Superintendent Lisa Arnold states that “historically (since 1968) Athol Elementary School has been designated as a remote elementary school. The District is not requesting additional funding, only to maintain the funding that the State Board approved 55 years ago.” Athol Elementary School has been funded as a separate elementary school since 1968, but no longer meets the definition of a separate elementary school provided in Section 33-1001(26), Idaho Code because it is not 10 miles away from the nearest other elementary school. The school appears to meet the definition of a remote school and, if so designated, “shall be allowed adequate funding within the support program for an acceptable educational program for the students of the school.” Section 33-1103(3), Idaho Code. Approving the request aligns the school’s designation with funding received since 1968 and would allow the district to receive anticipated funding for FY24.

Staff recommends approval.

BOARD ACTION

I move to grant Lakeland Joint School District’s request for Athol Elementary School to be designated as a “Remote School” pursuant to Section 33-1003(3), Idaho Code, and, for funding purposes, to treat it as a “separate elementary school” as described in Section 33-1003(2)(a), Idaho Code.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



LAKELAND JOINT SCHOOL DISTRICT
A Community Committed to Academic Excellence...Dedicated to Student Success

Lakeland Joint School District #272
15506 N. Washington Street
Pocatello, ID 83406
TEL: (208)687-0431 FAX: (208)-687-1884

September 30, 2023

Mrs. Debbie Critchfield
State Superintendent
State Department of Education
650 West State Street
Boise, ID 83702

Dear Superintendent Critchfield:

The Lakeland Joint School District 272 is respectfully requesting the Athol Elementary School be designated a Hardship Elementary School Status under Idaho Code 33-1003, 2.b., special applications of the educational support program.

In addition, Idaho Code 33-1001 states that: Upon application of the Board of Trustees of a school district, the State Board of Education is empowered to determine that a given elementary school not otherwise qualifying, is entitled to be counted as a separate elementary school... When in the discretion of the State Board of Education, special conditions exist warranting the retention of the school as a separate attendance unit, and the retention results in a substantial increase in cost per pupil in average daily attendance of the district's elementary grad school pupils (33-1003, 2.b., Idaho Code).

The Lakeland Joint School District believes Athol Elementary School meets the criteria of a "hardship elementary school" for the following reason:

1. *"Not Otherwise Qualifying"*
 - a. Athol Elementary School does not meet the 10-mile standard required for designation as a "separate elementary school". However, the 10-mile standard is substantially met (9.3 miles). Athol Elementary School serves a more rural area of our district with hazardous road conditions frequently encountered on the bus routes through the Bayview and Athol communities during winter weather conditions. Specifically, Bayview community roads are adjacent to Lake Pend Oreille and experience more snow and ice due to the proximity to the lake. The Highway District does not prioritize the roads throughout the Athol Elementary School zone and tends to be some of the last roads cleared in our district during winter weather events.
 - b. A request for "hardship elementary school" status based on age (grades K-5), health, or safety of Athol Elementary School students transiting the roads in the respective school zone is not unlike the rationale for legislative guidance in Idaho Code 33-1501, which provides public school boards of trustees with the authority to waive the minimum 1.5-mile distance for busing students based on considerations of "age or health or safety of the pupil." Additionally, the district employs an Armed Guard, with the

endorsement of our County Law Enforcement Agencies, to be stationed at Athol Elementary due to the lengthy response time of our County Law Enforcement partners.

2. "*Special conditions...warranting retention...*"
 - a. Historically (since 1968) Athol Elementary School has been designated as a remote elementary school. The District is not requesting additional funding, only to maintain the funding that the State Board approved 55 years ago.
3. "*...Substantial increase in cost per pupil...*"
 - a. Per the Idaho State Department of Education website (idahoschools.org) the average cost per pupil in the District is \$10,332 for 2022. Athol Elementary School's average cost per pupil was \$11,251. Cost per pupil is calculated by dividing the current expenditures by the total student enrollment. Current expenditures comprise expenditures for the day-to-day operation of schools, including but not limited to expenditures for instruction, administration, instructional support, and operation and maintenance of facilities.
 - b. If Athol Elementary School loses its special funding designation (which has been in place since 1968), the Lakeland Joint School District will lose approximately \$105,000 per year (as per the State Department of Education's finance department).

We thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Arnold". The signature is fluid and cursive, with the first name "Lisa" and last name "Arnold" clearly distinguishable.

Lisa Arnold
Superintendent
Lakeland Joint School District 272

**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

SUBJECT

Assessment Item Review Committee Recommendations

REFERENCE

February 2015	The Board approved the removal of an audio clip and associated items per the recommendation of the committee members.
December 2016	The Board approved the removal of the three (3) ELA, on (1) grade 11 passage with five (5) associated items, one (1) grade 8 passage with eleven (11) associated items, and one (1) grade 6 math item.
October 2017	The Board approved the removal of one (1) grade 4 ELA item.
November 2018	The Board approved the removal of one (1) grade 5 ELA item.
October 2019	The Board approved the removal of one (1) High School ELA item and one (1) High School Science item.
December 2022	The Board approved the removal of one (1) grade 4 ELA item.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-134, Idaho Code

Idaho Administrative Code, IDAPA 08.02.03, Rules Governing Thoroughness

BACKGROUND/DISCUSSION

In accordance with Section 33-134, Idaho Code, the Board approved a review committee of thirty (30) individuals from each of the six (6) educational regions in the state, representing parents of students, teachers, administrators, and school board members in Idaho's public education system. The committee is required to have two parents, one public or charter school or charter teacher, one school district or public charter school administrator, and one member from the board of trustees or charter school board of directors for each of the six education regions. The committee reviews the computer adaptive test questions on the summative Idaho Standards Achievement Test (ISAT) developed by the Smarter Balanced Consortium, in English Language Arts (ELA)/Literacy and Math, the computer adaptive test questions on the summative ISAT developed by Idaho's assessment vendor, Cambium Assessment, Inc., in Science, and the computer adaptive test questions on the summative Idaho Alternate Assessment (IDAA) developed by Cambium Assessment, Inc., in English Language Arts (ELA)/Literacy, Math, and Science.

The committee is authorized to make recommendations to the Board and the State Department of Education to revise or eliminate summative computer adaptive test questions from the assessment forms. The Board shall make the final determination regarding the adoption or rejection of the committee's

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recommendations. Should the Board approve suggested edits to items, those items will be required to pass through another round of field testing and subsequent data review which could incur an unknown, additional cost.

The Assessment Review Committee recommended the removal of:

- A. One (1) ISAT ELA/L stimulus set was determined to not pass the Idaho Bias and Sensitivity guidelines. This stimulus set affected 14 total items that were also rejected.

The Assessment Review Committee also recommended:

- B. Six (6) ISAT ELA/L items need further review by the Idaho State Department and Board of Education.
- C. One (1) ISAT Mathematics item needs further review by the Idaho State Department and Board of Education.
- D. Three (3) ISAT Science items need further review by the Idaho State Department and Board of Education.

The Policy Planning and Government Affairs Committee reviewed the items without redactions.

IMPACT

The recommendation from the 2023 review committee to remove ISAT ELA/Math item(s) may incur a total additional cost of \$114,000 to Cambium Assessment, Inc. The cost is to reconfigure the item bank and bypass the removed items in the CAT algorithm. This includes psychometric services to ensure the testing form without the removed items continues to produce valid and reliable scores. The details of these psychometric services are outlined in the 200-page technical report produced by Cambium Assessment, Inc. annually. The actual cost will depend on the acceptance of the items by the Smarter Balance Assessment Consortium ("Consortium"). If the Consortium also decides to remove the item for all participating states, Idaho does not have to pay to reconfigure the item bank specific to Idaho.

The recommendation from the 2023 review committee to remove ISAT Science item(s) will not incur any additional cost. However, the SDE has already paid \$10,500 to develop each ISAT science item. The development cost covers item writing, content review, data review, MOU-level bias and sensitivity review, and field testing of the item.

The assessment item review itself cost \$51,423.77 (see Attachment 3).

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ATTACHMENTS

Attachment 1 – 2023 Assessment Item Review Committee Report
Attachment 2 – 2023 Sensitivity Committee Review Guidelines

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Assessment Review Committee reviewed nearly 1,000 items in the most recent review of assessment items. Based on training and expertise, the committee is making recommendations to remove items that have not passed the bias and sensitivity guidelines and to further research several additional items.

Staff recommends approval.

BOARD ACTION

I move to approve the recommendation of the Assessment Review Committee to remove items referenced as A, B, C and D above.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

OR

I move to reject the recommendation from the Assessment Review Committee and retain all new items in the 2023 item pool of the Idaho Standards Achievement Tests.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

STATE DEPARTMENT OF EDUCATION
Bias and Sensitivity Committee Report
September 2023

Section 1: Background and Introduction

In accordance with Idaho Code § 33-134 – Assessment Item Review Committee, the Cambium Assessment, Inc. (CAI) and the Idaho State Department of Education (SDE) established a review committee intended to ensure that stakeholders of Idaho’s public education system (parents, teachers, administrators, and school board members) have the opportunity to review the types of questions that are being used on Idaho state assessments. The law requires that a committee annually review all summative computer adaptive test questions for possible issues of bias and sensitivity. The committee is authorized to make recommendations to the State Board of Education and the State Department of Education regarding the revision or elimination of summative computer adaptive test questions from the state assessments. According to the law, the committee is to consist of at least 30 Idaho residents and shall include the following members from the six regions of Idaho and shall be appointed by the State Board of Education: two parents of public school or public charter school students; one public school or public charter school teacher; one member who is an administrator of a school district or public charter school; and one member from the district board of trustees or public charter school board of directors. The Idaho State Department of Education recruited 13 participants from the six regions adhering to the legislative requirements to participate in the Assessment Item Review Committee. There were 10 participants that attended the meeting in-person and 3 participants that attended the meeting virtually.

Section 2: Two Round Review Process

The Round 1 review process in 2023 is adjusted so each item is reviewed by one (1) committee member, chosen at random from the overall committee pool. Items that are “flagged” as displaying bias and sensitivity issues by a majority of the reviewers move on to Round 2 for a large group discussion and review.

Round 2 consists of a large group discussion where committee members share their point of view and hear the perspectives and input of other members for each item flagged for displaying bias and sensitivity issues in Round 1. After discussion, committee members individually vote if an item meets bias and sensitivity criteria. Items for which a majority of the full committee vote an item does not meet bias and sensitivity criteria are then recommended to the State Board of Education for exclusion from the Idaho test bank in the following spring administration.

Section 3: Preparation

For ease of assignment and review by the committee, CAI organizes the items into batches by subject. Each of the batches is assigned to every committee member at random in the first round.

CAI configures the Item Tracking System software to create a “Bias and Sensitivity (BnS) Survey” in its Content Rater application so that committee members could submit electronic feedback about each item in real time. As shown in Figure 1, the user interface for Content Rater displays each item with a “click-to-enlarge” box that contained the “Item Rating Question” (with comment boxes for feedback), an “Item Overview” dialog pane, which included information

about the content alignment of the item, and an “Item Content Web Preview” dialog pane, which presents a rendering of the item as it would appear to a student taking an actual administration. The Content Rater application contained a single question for the committee to answer: “Bias and Sensitivity: Meets Criteria.” A response of “Yes” or “No” was required for this question on each item that an individual reviewed. If a participant determined that the item did not meet the Bias and Sensitivity criteria as outlined in the training presentation, and as per standing CAI L.A.B.S. guidelines (i.e., the item **did** display a bias and sensitivity concern), then the panelist would select “No.” A “No” response from a committee member would require a comment.

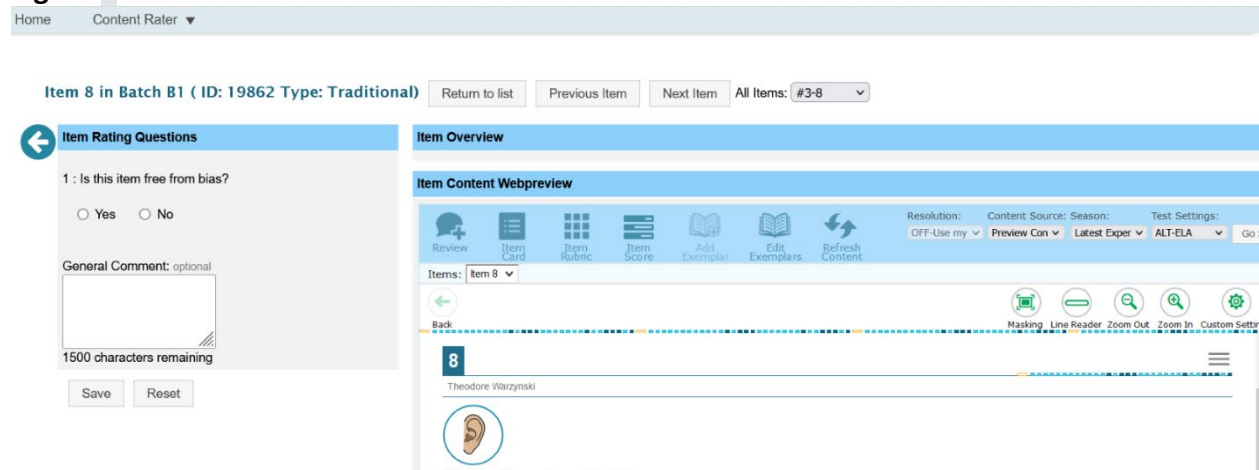
Prior to the committee meeting, CAI creates usernames and passwords for each committee member within the Item Tracking System. CAI loads and pre-assigns (randomly) batches of items for each committee member to review. Participants are instructed to ask for additional batches as they complete and submit their initial assignment.

Section 4: Training

Committee members are trained to identify bias and sensitivity concerns in items annually. The “Idaho Bias & Sensitivity Review” PowerPoint presentation is included in Appendix 1.

Additionally, Cambium Assessment provided a training presentation for the participants to learn what they should be looking for when reviewing items. This presentation included the steps in the item development process, the difference between bias and content related issues, noted that participants should only be flagging items for bias issues, provide specific examples of items that may show bias. Upon completion of the Bias and Sensitivity training, the committee is trained to use the Item Tracking System and Content Rater to submit their feedback on each item electronically (Figure 1).

Figure 1. Content Rater Interface



Section 5: 2023 Summary of Committee Review

Round 1

In September 2023, 1,666 items were presented to the committee.

Table 1. Results of Round 1

Subject	Total Items Reviewed	Number of Items with Zero Flags	Number of Items Flagged for Round 2 Review
ISAT ELA/Literacy	999	958	41
ISAT MATHEMATICS	569	565	4
ISAT SCIENCE	98	88	10
TOTAL	1666	1611	55

Round 2 Procedures and Results

In Round 2, the committee was asked to conduct a group review on each item that was flagged by a majority of members from Round 1 and then individually vote on each of the flagged items. Prior to members being assigned batches of items to review, Cambium Assessment provided a reminder about the issues that they should be looking for, specifically bias and sensitivity issues. Committee members used the same Content Rater Interface and were asked to answer the same “Bias and Sensitivity: Meets Criteria” question. A response of “Yes” or “No” was required for each item; if individuals determined the item did not meet the Bias and Sensitivity criteria as outlined in the training presentation and the L.A.B.S. guidelines, then he/she answered the “Bias and Sensitivity: Meets Criteria” question “No,” and entered a comment explaining his/her reasoning.

A detailed summary of the results of Round 2 is provided in Table 2.

Table 2. Results of Round 2

Subject	Total Items Reviewed	Number of Items with Zero Flags	Number of Items Flagged for Round 3 Review
ISAT ELA/Literacy	41	21	20
ISAT MATHEMATICS	4	3	1
ISAT SCIENCE	10	7	3
TOTAL	55	31	24

A majority vote rule was established for moving items from Round 2 to Round 3 and followed the design of all previous Bias and Sensitivity Committee Review meetings. CAI analyzed the items that were flagged by 2/3rd of all committee members after Round 2.

Round 2 Procedures and Result

During Round 2, committee members convene a whole group discussion about the items flagged for bias and sensitivity issues from Round 1. After the discussion, the committee members individually vote on each remaining item. If an item received a majority vote for bias and sensitivity issues, the item will be considered “Rejected” by the committee and will go to the Idaho State Department and Board of Education for review. There was only one stimulus set that was rejected, which affects 14 total items that were also rejected, by the Bias and Sensitivity Committee. This was ISAT ELA/L stimulus set, ID 4648. In addition, the Bias and Sensitivity Committee rejected by majority vote six ISAT ELA/L items, one ISAT Mathematics item and eight ISAT Science items. These additional items were rejected with suggested edits and the request that the Idaho State Department of Education and the Board of Education provide further review of these items.

Final Result

Of the 1666 items reviewed by the committee per Idaho Code § 33-134,

- One (1) ISAT ELA/L stimulus set was determined to not pass the Idaho Bias and Sensitivity guidelines. This stimulus set affected 14 total items that were also rejected.
- Six (6) ISAT ELA/L items were determined to need further review by the Idaho State Department and Board of Education.
- One (1) ISAT Mathematics item was determined to need further review by the Idaho State Department and Board of Education.
- Three (3) ISAT Science items were determined to need further review by the Idaho State Department and Board of Education.

Implications of Excluding the Rejected and Flagged Items

CAI has completed the analysis of the impacted Item Bank pools to determine risks associated with rejecting the items identified by the 2023 Bias and Sensitivity Committee. Based on the State Board of Education's decision in previous years to exclude all items and passages recommended by the Bias and Sensitivity Committee, Idaho could have separate item configurations for the online delivery of the ELA/L and Mathematics assessments. This requires an annual fee of \$57,000 per subject to configure unique item banks for Idaho.

For additional questions, please contact Ayaka Nukui, Director of Assessment & Accountability, at the Idaho State Department of Education (208-332-6926 or anukui@sde.idaho.gov).

IDAHO CONTENT SENSITIVITY REVIEW GUIDELINES

Assessment content is free of bias and stereotypes

1. Gender Considerations
2. Race/Ethnic/Cultural Considerations
3. Religious Considerations
4. Age Considerations
5. Disability Considerations
6. Socio Economic Considerations

Assessment content is sensitive to student and community beliefs and experiences.

7. Controversial topics
8. Emotionally charged topics
9. Promotion of specific morals, unless universally accepted
10. Depiction of dangerous activities
11. Trivialization of significant/tragic human experiences

Assessment content is accessible to all students to the greatest extent possible.

12. Language
13. Differential Familiarity

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STATE DEPARTMENT OF EDUCATION

SUBJECT

Federal Coronavirus Relief K-12 Funding Request

REFERENCE

March – April 2020	The Idaho State Board of Education (Board) received weekly updates on the federal response to the coronavirus (COVID-19) pandemic and the availability of funding through the CARES Act.
April 27, 2020	The Board received an update on the allowable uses and amount of funds available to Idaho through the Elementary and Secondary School Emergency Relief Fund and Governor's Emergency Education Relief Fund.
May 4, 2020	The Board directed staff to move forward with data analysis for the discussed proposals and to identify sources of funds for those proposals.
June 10, 2020	The Board approved the use of the ESSER 10% SEA reserve funds for grants to local education agencies and for funding for professional development to provide student behavioral health supports.
August 26, 2020	The Board approved a methodology and allocation for \$1,000,000 from the ESSER 10% SEA reserve funds for student behavioral health supports.
February 17, 2021	The Board received a CARES Act funding update and a CRRSA Act overview.
April 5, 2021	The Board approved the use of \$1,851,300 of CRRSA Act ESSER II State Set-Aside Reserve funds to be distributed to local education agencies who received no ESSER II funds or low ESSER II funding and approved the use of up to \$300,000 in ESSER II SEA Reserve funds for the State Department of Education to administer the grant. The Board approved to preliminarily designate the use of the 2.5% of the ARP ESSER State Set-Aside Reserve funds to local education agencies who received no ARP ESSER funds or low ARP ESSER funds.
April 22, 2021	The Board received an update on the COVID Relief K-12 funds, which included CARES Act ESSER, CRRSA Act ESSER, ARP ESSER, CRRSA EANS and ARP EANS.
June 16, 2021	An update on the Coronavirus Relief, CFAC Funds and ESSERF, including CARES Act, CRRSA Act, EANS, and ARP ESSER was provided to Board members.

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October 21, 2021	The Board received a brief update on expended ESSER funds, the status of the LEA Safe Return to In-Person Instruction Plans and the LEA ARP ESSER Use of Funds Plans, and the amendment for the Idaho ARP ESSER State Plan.
February 17, 2022	The Board authorized the State Department of Education to expend an amount not to exceed \$2,200,660 for ARPA ESSER administrative costs including ESSER program coordination, monitoring, and reporting.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-110

American Rescue Plan Act of 2021, Public Law 117-2

BACKGROUND/DISCUSSION

The CARES Act, signed into law March 27, 2020, provides financial relief to local educational agencies (LEAs) from the Elementary and Secondary School Emergency Relief (ESSER) Fund. The CARES Act allowed the State Education Agency (SEA), to reserve up to 10 percent of the Elementary and Secondary School Emergency Relief (ESSER) Fund for grants to LEAs to be used for emergency needs as determined by the SEA to address issues responding to COVID-19. At its August 26, 2020 meeting, the Board adopted the funding distributions for the SEA set aside, including \$1,000,000 for providing professional development for delivering student behavioral support remotely.

The Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act was signed into law December 27, 2020. The CRRSA Act provides Idaho an additional \$195,890,413 for K-12 public education under ESSER II. Of this amount, 90% or \$176,301,372 has been allocated to LEAs based on each LEA's proportional share of Title I-A funds for 2020-2021.

The remaining 10%, or \$19,589,041, represented a state set-aside reserve for emergency needs as determined by the SEA to address issues responding to COVID-19, including measuring and addressing learning loss. Of these state set-aside funds, \$979,452 may be used for administrative costs. The State Department of Education (SDE) requested \$300,000 to administer the program of the \$979,452 that were eligible to be used for administrative costs.

The American Rescue Plan (ARP) ESSER (ESSER III) was signed into law March 11, 2021 and provides Idaho \$440,131,922 for K-12 education. Like ESSER I and ESSER II, ESSER III included a State Set-Aside Reserve of 10%, but the federal government provided requirements around the use of this set aside: (5%) must be used to address learning loss; (1%) summer enrichment; (1%) after school programs; and (3%) emergency needs and administrative costs identified by the

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Board. The Idaho ARP ESSER State Plan was approved with conditions on September 13, 2021, and an amended plan was provided in late October 2021.

On January 4, 2022, the U.S. Department of Education changed the requirements for reporting, including the SDE to use a data management tool that does not interface with the current tool being used. Additionally, the SDE required additional funding to be able to pay the personnel to get this data submitted. During the February 2022 meeting, the Board authorized the State Department of Education to expend an amount not to exceed \$2,200,660 for ARP ESSER administrative costs, including ESSER program coordination, monitoring, and reporting.

A year and half later, it is clear that this amount is more than enough for administering ESSER III, and the deadline for expending the funding is September 30, 2024

One need that the Superintendent has identified is related to student behavioral health, which has been an increasing challenge for Local Education Agencies (LEAs), especially in the past several school years, in the wake of the pandemic. Idaho youth are experiencing crisis level emotional distress related to stress, grief, substance abuse, anxiety, and depression. And while many LEAs are implementing these types of resources with their own operating funds, there is not uniformity or equal access to student behavioral health tools.

In 2020, suicide was the 2nd leading cause of death among Idaho youth. Since COVID-19, the Idaho Department of Education has experienced an increase in the number of districts seeking training, resources, and general support for youth mental health and suicide prevention for all grade levels. The Department has also received a higher-than-normal volume of requests for support from individual parents and general community members concerned about mental health among students.

Findings from the 2021 Idaho Youth Risk Behavior Survey indicate that an alarming number of Idaho students in grades 9 – 12 are grappling with mental health issues that could lead to potentially negative health outcomes. For instance:

- Forty-five percent (45%) of Idaho students felt so sad or hopeless almost every day for two weeks or more during the past 12 months that they stopped doing some usual activities;
- Twenty-eight percent (28%) of Idaho students purposely tried to hurt themselves without wanting to die, such as cutting themselves, one or more times during the past 12 months;
- One in ten students (11%) attempted suicide one or more times during the previous 12 months.

A November 2022 survey from Idaho's second largest school district found that 30% of junior high students and 44% of high schoolers are depressed at a

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moderate to severe level. The same survey found that about 29% of junior high students and 34% of high schoolers have struggled with suicide ideation at least once in the last six months and 22% of junior high students and 29% of high schoolers said they would not ask for help from anyone. According to the survey, stress and social isolation are the leading factors for both depression and suicidal ideation among students in this district.

To this end, the Superintendent convened a Student Behavioral Health working group that has been meeting since she took office in January 2023. The FY 2025 SDE budget includes a request to support this initiative.

In response to this exploding need from their members, the Idaho Association of School Administrators (IASA) has partnered with School Pulse, a behavioral health and suicide prevention tool, that can be implemented in Idaho high schools and middle schools. IASA is working to institute this as a pilot at approximately 20 LEAs and would like to sustain it through the 2023-2024 school year. This tool is proactive and evidence-based, meeting students via text message and engaging and empowering parents and appropriate personnel. It provides real-time information to schools and there is an option for parental participation. The SDE and State Board would also have access to data and analytics on academic effort, student well-being, and school culture.

IMPACT

Board action would update the available use of the ARP ESSER SEA set aside and continue to fulfill ongoing need for student behavioral health supports.

There will likely be additional requests for re-dedicating and expending remaining federal funds, including around ongoing LEA digital and curricular needs. Earlier this year, the State Board and the SDE worked to expend additional Governor's Emergency Education Relief Fund (GEER) funds— from unallocated Emergency Assistance for non-Public Schools (EANS)— for early literacy curriculum and the *Story of America* supplementary curriculum.

BOARD ACTION

I move to authorize \$120,000 of the ARP ESSER SEA Set-Aside funds for administrative costs to be allocated for a comprehensive suicide prevention and student wellness pilot tool for the remainder of the 2023-2024 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**INFORMATIONAL
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TAB	DESCRIPTION	ACTION
1	BAHR – FY 2023 FINANCIAL RATIOS REPORTS	Information Item
2	BAHR – FY 2023 NET POSITION REPORTS	Information Item
3	PPGA – STATE REVIEW OF TEACHER EVALUATIONS ANNUAL REPORT	Information Item
4	SDE - ENGLISH LEARNERS PROFICIENCY ANNUAL REPORT	Information Item
5	SDE - PROFESSIONAL STANDARDS COMMITTEE ANNUAL REPORT	Information Item
6	SDE - 2023 K-12 ACCREDITATION REPORT	Information Item

**INFORMATIONAL
DECEMBER 13, 2023**

SUBJECT

FY 2023 College and Universities' Financial Ratios

REFERENCE

December 2011-2023

Annual Audit reports submitted to the Board

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The ratios presented measure the financial health of each institution and include a "Composite Financial Index" based on four key ratios. The ratios are designed as management tools to measure financial activity and key trends within an institution over time. They typically do not lend themselves to comparative analysis between institutions because of the varying missions and structures of the institutions and current strategic initiatives underway at a given institution at a given time.

Institution foundations are reported as component units in the college and universities' financial statements. The nationally developed ratio benchmarks model is built around this combined picture.¹ An institution's foundation holds assets for the purpose of supporting the institution. Foundation assets are nearly all restricted for institution purposes and are an important part of an institution's financial strategy and financial health.

Ratio	Measure	Benchmark
Primary reserve	Sufficiency of resources and their flexibility; good measure for net assets	.40
Viability	Capacity to repay total debt through reserves	1.25
Return on net position	Whether the institution is better off financially this year than last	6.00%
Net operating revenues	Whether the institution is living within available resources	2.00%
Composite Financial Index	Combines four ratios using weighting	3.0
Debt Burden	Institution's dependence on borrowed funds	<= 8%
Debt Coverage	Ability of excess income over adjusted expenses to cover annual debt service payments.	2.0
Life of Capital Assets	Recent vs deferred investments	10 - 14

¹ See *Strategic Financial Analysis for Higher Education: Identifying, Measuring & Reporting Financial Risks* (7th ed.). New York, NY: Prager, Sealy & Co., LLC; KPMG, LLP; Attain, LLC. The model's analysis developed by industry experts is generally accepted in the field of higher education and has been around and evolving since 1980.

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Three other ratios provided are the Debt Burden, Debt Coverage, and Life of Capital Assets. The Debt Burden ratio is calculated as debt service divided by adjusted expenditure. The benchmark for this ratio is set by the institution for no more than 8% per Board policy V.F. The Debt Coverage ratio is calculated as adjusted revenues divided by debt service. The benchmark for this ratio is set at 2. The Life of Capital Assets ratio is calculated as accumulated depreciation divided by depreciation expense. The benchmark for this ratio is 10 for research institutions and 14 for undergraduate liberal arts institutions.

IMPACT

These financial ratios and analyses are provided for the Board to review the financial health and year-to-year trends at the institutions. The ratios reflect a financial snapshot as of fiscal year end. The Audit, Risk, and Compliance Committee reviews key financial performance factors on a quarterly basis.

ATTACHMENTS

Attachment 1 - Boise State University – CFI Ratios
Attachment 2 - Boise State University - Debt Ratios
Attachment 3 - Idaho State University – CFI Ratios
Attachment 4 - Idaho State University – Debt Ratios
Attachment 5 - University of Idaho – CFI Ratios
Attachment 6 - University of Idaho – Debt Ratios
Attachment 7 - Lewis-Clark State College – CFI Ratios
Attachment 8 - Lewis-Clark State College – Debt Ratios

STAFF COMMENTS AND RECOMMENDATIONS

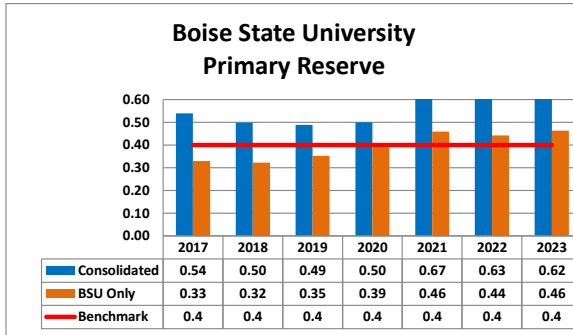
It should be noted that the debt ratios report for the University of Idaho has been adjusted again this year to isolate University activity by removing the effect of the University of Idaho Strategic Initiatives Fund (SIF).

The SIF is treated under governmental accounting standards as a blended component unit of the University. This is different from the University of Idaho Foundation, which is considered a discretely presented component unit. Therefore, the SIF is blended into the financial statements of the University while the Foundation is presented in a separate column on the financial statements. The purpose of the SIF is to hold, invest, and disburse the proceeds received in advance from the University's utility concession agreement. These funds are invested over a long-time horizon (50 year agreement) and, thus, are subject to volatility in market value. This volatility has the potential to materially impact the operating results that are reported in the audited financial statements. For that reason, the University has modified the financial ratios to include results with and without the impact of the SIF.

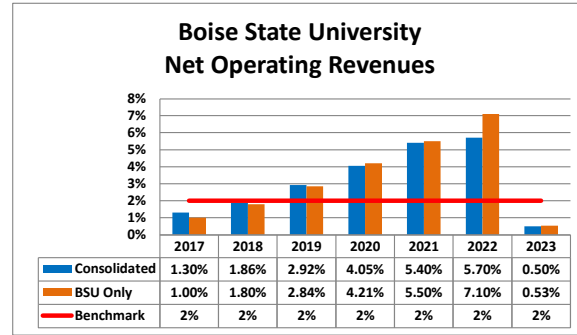
Institution representatives from Boise State, Idaho State, University of Idaho, and Lewis-Clark State College are prepared to provide additional information about their financial ratios as needed.

BOARD ACTION

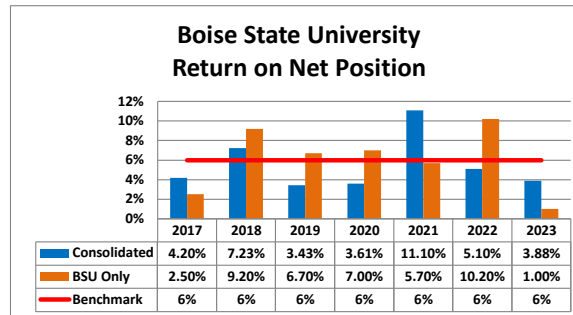
This item is for informational purposes only.



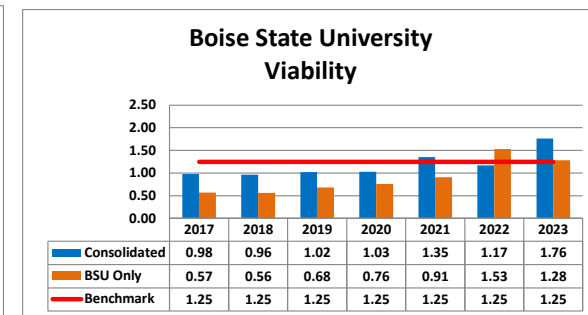
.40 indicates 5 months of operations can be covered by expendable reserves. Trend indicates whether institution has increased net worth in proportion to rate of growth in its operating size.



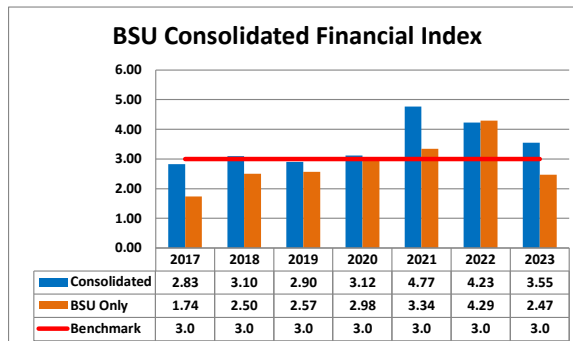
Indicates whether institution is adding or subtracting from net assets. A pattern of deficits is a warning signal that management should focus on restructuring income and expense streams to return to an acceptable level.



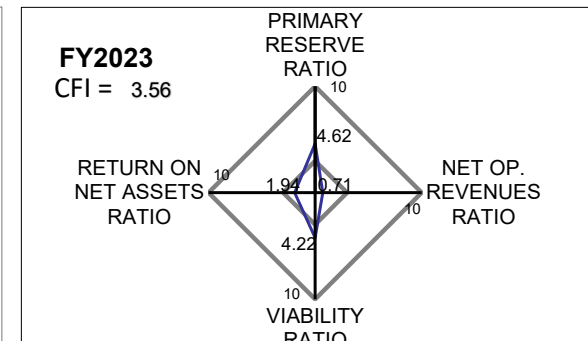
Measures total economic return: higher is better. Lower is okay if it reflects the strategy and mission in setting up for future returns.



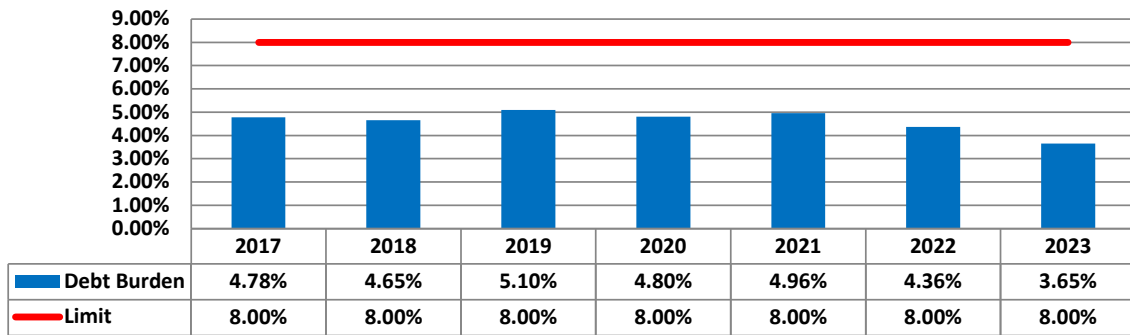
Measures ability to meet entire debt obligation with expendable net assets as of a balance sheet date.



Indicates overall financial health. Ratio range of 3-5 is ideal time to direct resources toward transformation.

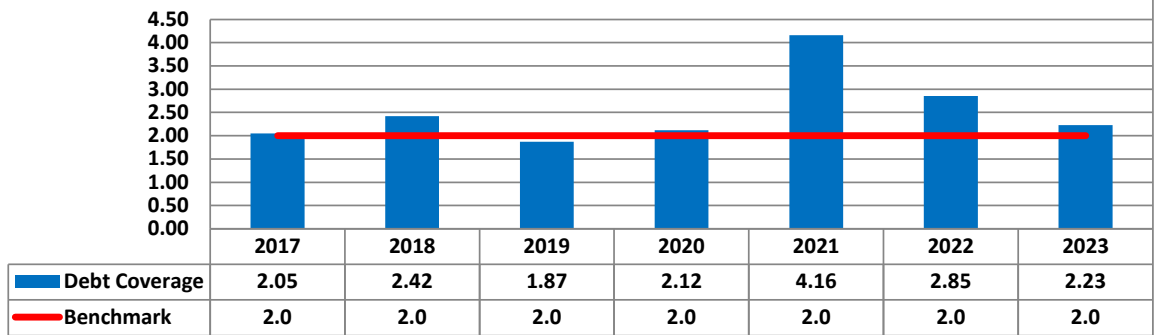


Boise State University Debt Burden Ratio



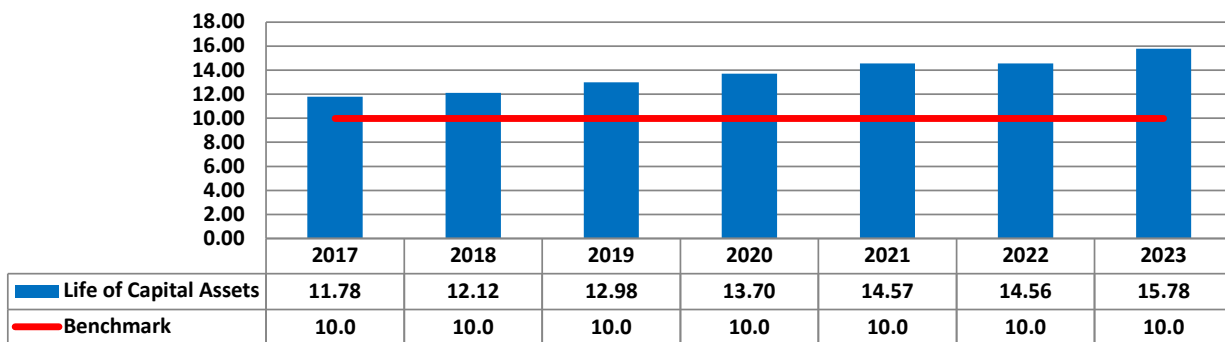
Reflects reliance on borrowed funds as a source of funds.

Boise State University Debt Coverage Ratio



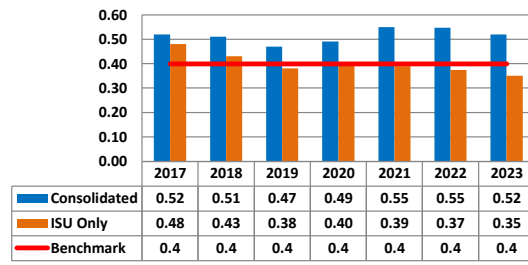
Reflects ability of excess income over adjusted expenses to cover annual debt service payments.

Boise State University Life of Capital Assets



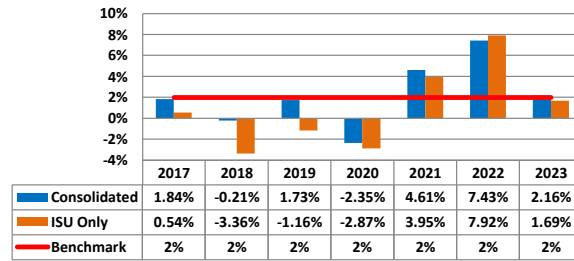
Higher ratio indicates more deferred reinvestment in plant facilities in the future.

Idaho State University Primary Reserve



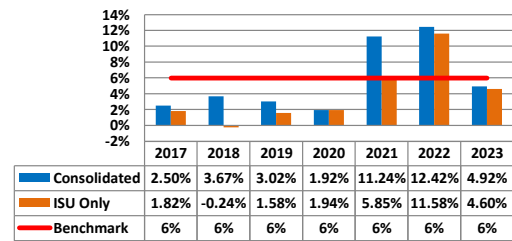
.40 indicates 5 months of operations can be covered by expendable reserves. Trend indicates whether institution has increased net worth in proportion to rate of growth in its operating size.

Idaho State University Net Operating Revenues



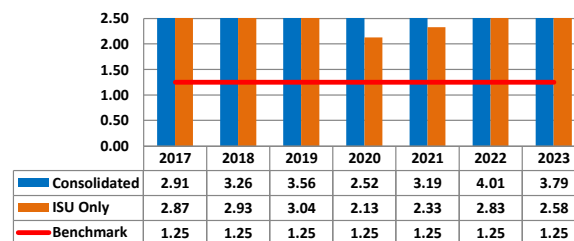
Indicates whether institution is adding or subtracting from net assets. A pattern of deficits is a warning signal that management should focus on restructuring income and expense streams to return to an acceptable level.

Idaho State University Return on Net Position



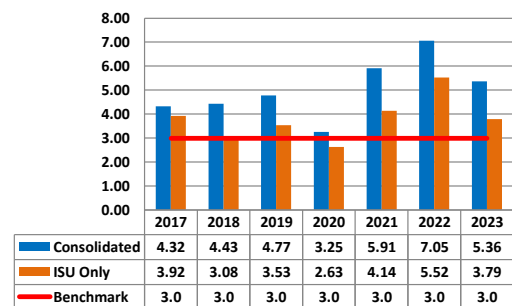
Measures total economic return: higher is better. Lower is okay if it reflects the strategy and mission in setting up for future returns.

Idaho State University Viability

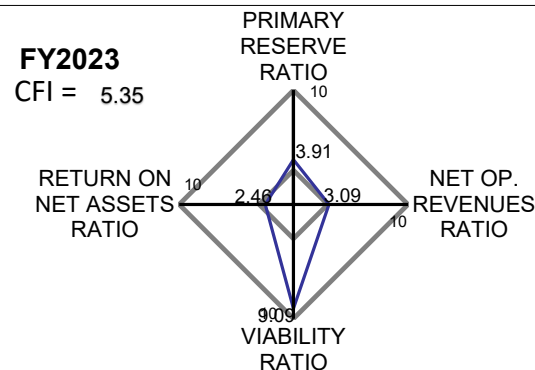


Measures ability to meet entire debt obligation with expendable net assets as of a balance sheet date.

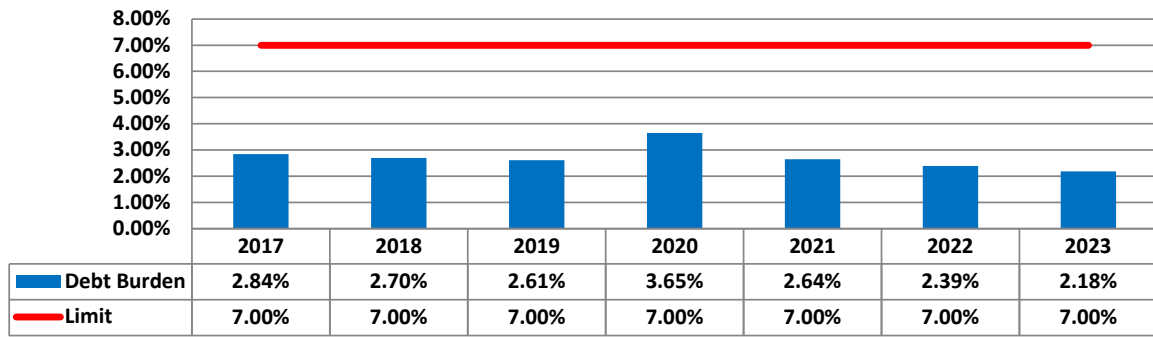
ISU Consolidated Financial Index



Indicates overall financial health. Ratio range of 3-5 is ideal time to direct resources toward transformation.

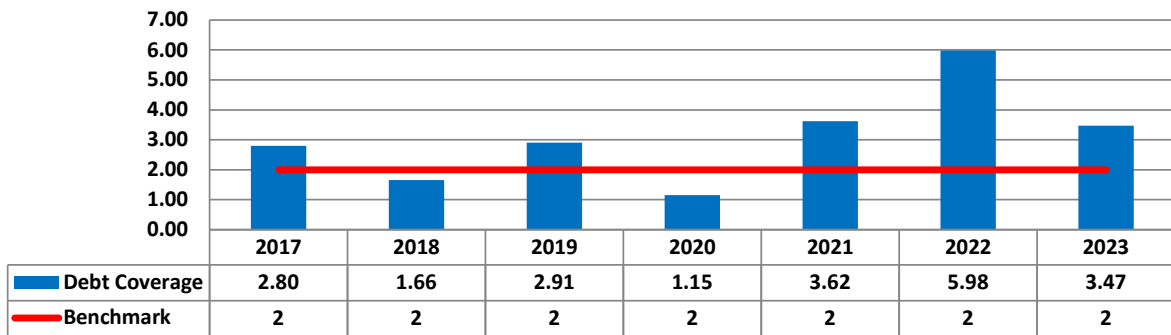


Idaho State University Debt Burden Ratio



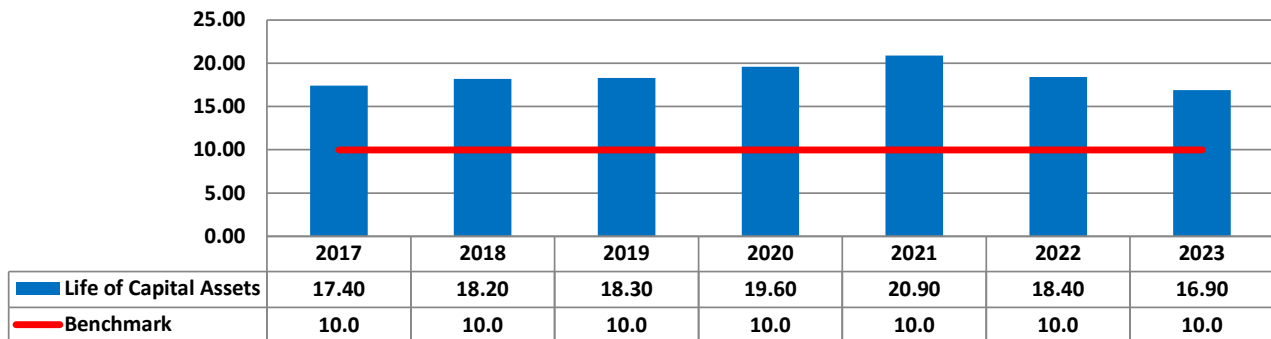
Reflects reliance on borrowed funds as a source of funds.

Idaho State University Debt Coverage Ratio



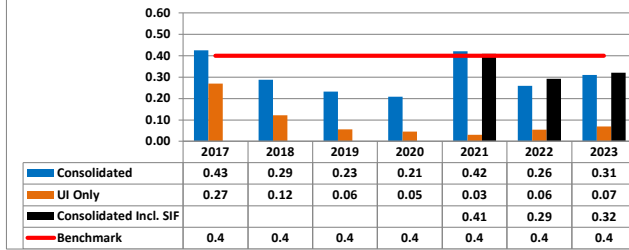
Reflects ability of excess income over adjusted expenses to cover annual debt service payments.

Idaho State University Life of Capital Assets



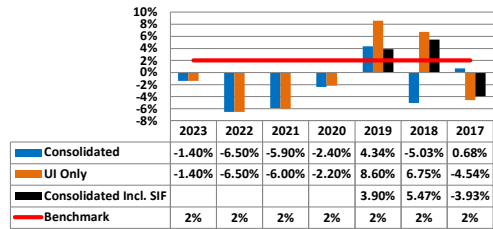
Higher ratio indicates more deferred reinvestment in plant facilities in the future.

University of Idaho Primary Reserve



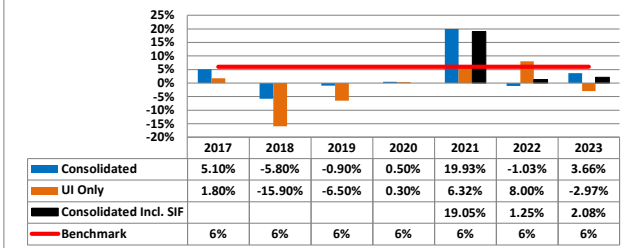
.40 indicates 5 months of operations can be covered by expendable reserves. Trend indicates whether institution has increased net worth in proportion to rate of growth in its operating size.

University of Idaho Net Operating Revenues



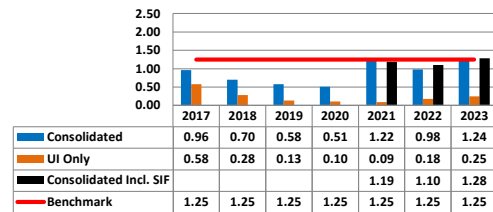
Indicates whether institution is adding or subtracting from net assets. A pattern of deficits is a warning signal that management should focus on restructuring income and expense streams to return to an acceptable level.

University of Idaho Return on Net Position



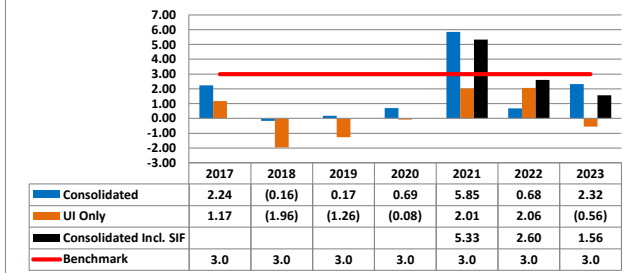
Measures total economic return: higher is better. Lower is okay if it reflects the strategy and mission in setting up for future returns.

University of Idaho Viability

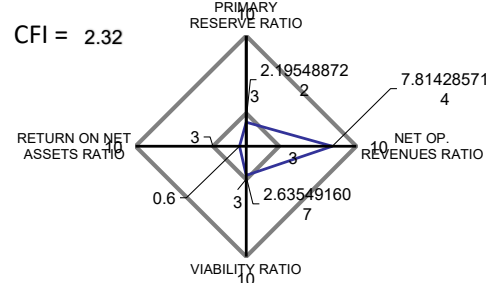


Measures ability to meet entire debt obligation with expendable net assets as of a balance sheet date.

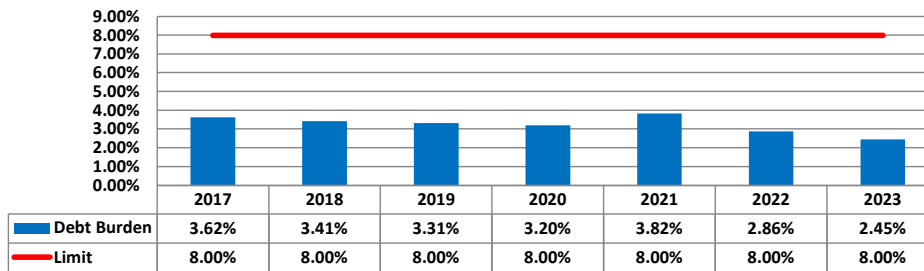
UI Consolidated Financial Index



Indicates overall financial health. Ratio range of 3-5 is ideal time to direct resources toward transformation.

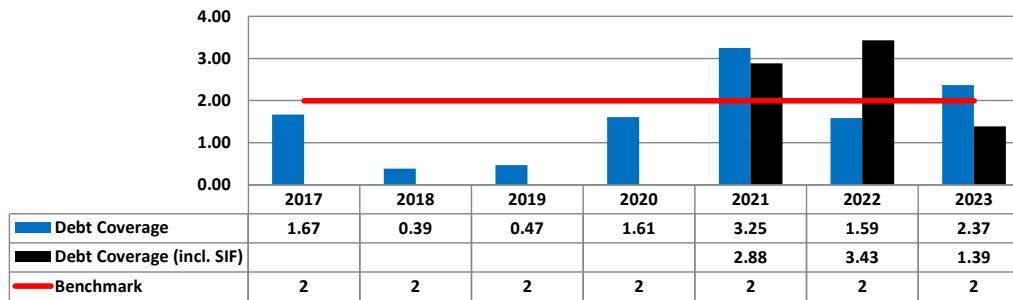


University of Idaho Debt Burden Ratio



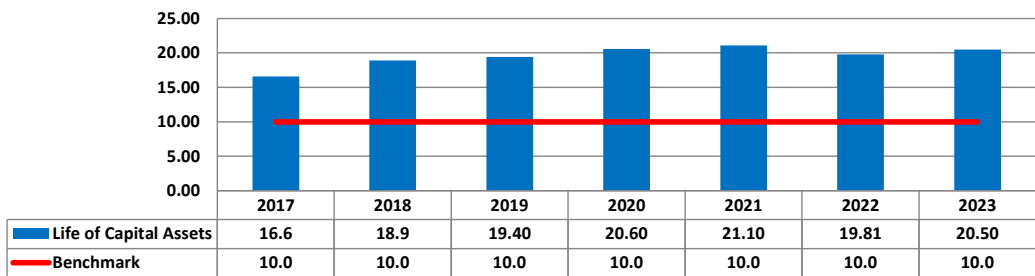
Reflects reliance on borrowed funds as a source of funds.

University of Idaho Debt Coverage Ratio



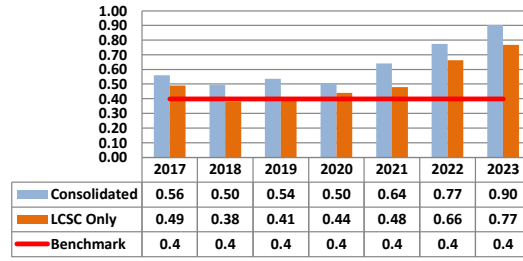
Reflects ability of excess income over adjusted expenses to cover annual debt service payments.

University of Idaho Life of Capital Assets



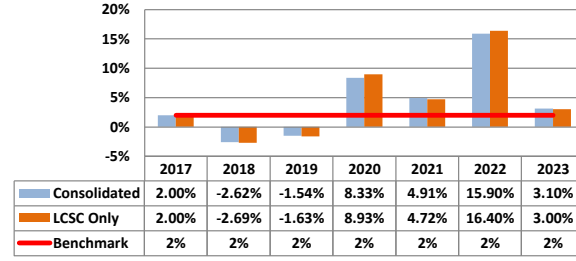
Higher ratio indicates more deferred reinvestment in plant facilities in the future.

Lewis-Clark State College Primary Reserve



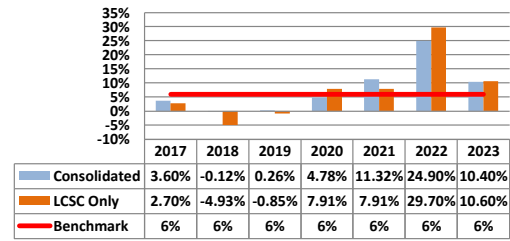
.40 indicates 5 months of operations can be covered by expendable reserves. Trend indicates whether institution has increased net worth in proportion to rate of growth in its operating size.

Lewis-Clark State College Net Operating Revenues



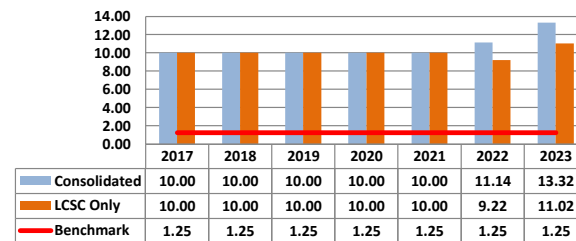
Indicates whether institution is adding or subtracting from net assets. A pattern of deficits is a warning signal that management should focus on restructuring income and expense streams to return to an acceptable level.

Lewis-Clark State College Return on Net Position



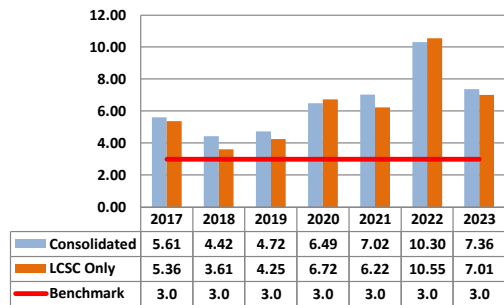
Measures total economic return: higher is better. Lower is okay if it reflects the strategy and mission in setting up for future returns.

Lewis-Clark State College Viability



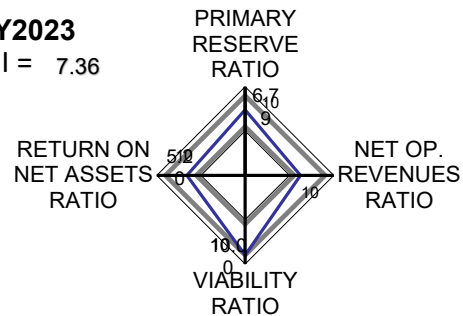
Measures ability to meet entire debt obligation with expendable net assets as of a balance sheet date.

LCSC Consolidated Financial Index

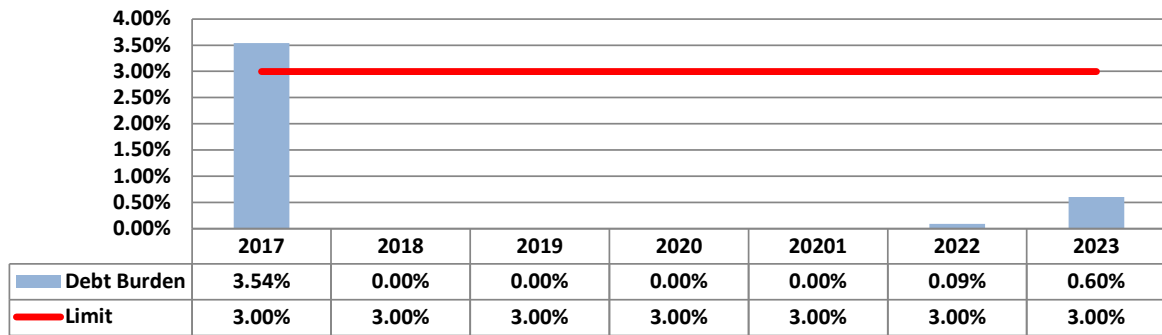


Indicates overall financial health. Ratio range of 3-5 is ideal time to direct resources toward transformation.

FY2023
CFI = 7.36

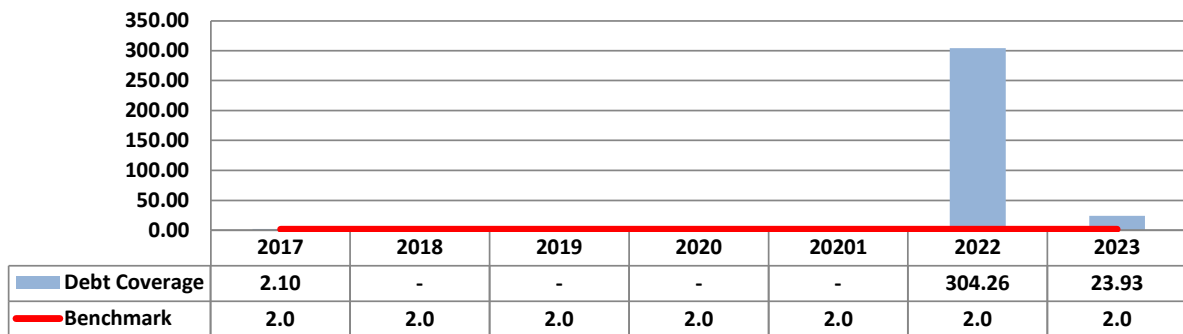


Lewis-Clark State College Debt Burden Ratio



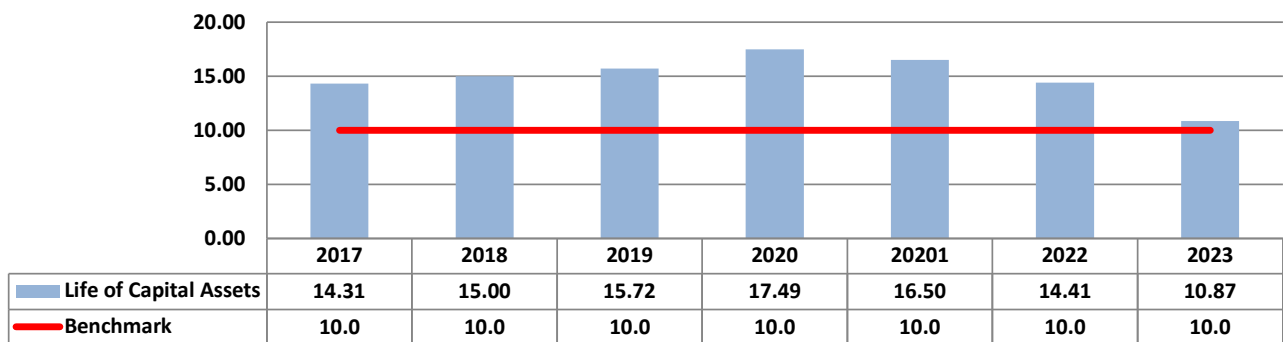
Reflects reliance on borrowed funds as a source of funds.

Lewis-Clark State College Debt Coverage Ratio



Reflects ability of excess income over adjusted expenses to cover annual debt service payments.

Lewis-Clark State College Life of Capital Assets



Higher ratio indicates more deferred reinvestment in plant facilities in the future.

**INFORMATIONAL
DECEMBER 13, 2023**

SUBJECT

FY 2023 College and Universities' Unrestricted Net Position Balances

REFERENCE

December 2012 - 2023

Annual Audit reports submitted to the Board

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Net position balances provide a tool to gauge the amount and types of assets held by an institution. An analysis of unrestricted expendable assets provides insights into some of the "reserves" which might be available in order for an institution to meet emergency needs. The net position balances as of June 30, 2023 for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College are attached. The net position reports for the four institutions are broken out by the following categories:

Invested in capital assets, net of related debt: This represents an institution's total investment in capital assets, net of accumulated depreciation and outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included.

Restricted, expendable: This represents resources which an institution is legally or contractually obligated to spend in accordance with restrictions imposed by external third parties.

Restricted, nonexpendable: This represents endowment and similar type funds in which donors or other outside sources have stipulated, as a condition of the gift instrument, that the principal is to be maintained inviolate and in perpetuity and invested for the purpose of producing present and future income, which may either be expended or added to principal.

Unrestricted: This represents resources derived from student tuition and fees, and sales and services of educational departments and auxiliary enterprises. Auxiliary enterprises are defined as substantially self-supporting activities that provide services for students, faculty, and staff. Not all sources of revenue noted above are necessarily present in the unrestricted position.

Within the category of **Unrestricted Position**, the institutions reserve funds for the following:

Obligated: Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for

**INFORMATIONAL
DECEMBER 13, 2023**

outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

Designated: Designated net position represents balances not yet legally contracted, but which have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative cost recovery returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note: Designated reserves are not yet legally contracted, so technically they are still subject to management decision or reprioritization. However, it's critical to understand that these net position balances are a snapshot in time as of June 30, 2023, so reserves shown as "designated" on this report could become "obligated" at any point in the current fiscal year.

Unrestricted Funds Available: Balance represents reserves available to bridge uneven cash flows as well as future potential funding shortfalls such as:

- Budget reductions or holdbacks
- Enrollment fluctuations
- Unfunded enrollment workload adjustment (EWA)
- Unfunded occupancy costs
- Critical infrastructure failures

IMPACT

The volatility of state funding as well as fluctuations in enrollment and tuition revenue necessitates that institutions maintain fund balances sufficient to stabilize their operating budgets. As such, Board Policy V.B. sets a minimum target reserve of 5%, as measured by "Unrestricted Available" funds divided by annual operating expenses. The institutions' unrestricted funds available as a percent of operating expenses over the past five fiscal years are as follows:

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
BSU:	5.1%	.6%	1.9%	4.8%	5.1%
ISU:	5.2%	8.8%	7.3%	9.9%	5.5%
UI:	(7.9%)	(7.2%)	(3.9%)	(7.0%)	(4.2%)
LCSC:	1.6%	6.9%	7.4%	10.4%	22.2%

ATTACHMENTS

- Attachment 1 - BSU Net Position Balances
- Attachment 2 - ISU Net Position Balances
- Attachment 3 - UI Net Position Balances
- Attachment 4 - LCSC Net Position Balances

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University, Idaho State University and Lewis-Clark State College met the Board's 5% reserve target in FY23.

University of Idaho (UI) has reported a negative \$20.5 million for its "Unrestricted – Available" net position, which results in a negative ratio of 4.2% unrestricted available net position to FY23 operating expenses, an improvement of \$9.6 million over FY22, after removing the Strategic Initiatives Fund (SIF) from these figures. The improvement is mostly attributable to the elimination of the Public Employee Retirement System of Idaho (PERSI) plan asset and reduction of the Other Post-Employment Benefits (OPEB) plan asset between FY22 and FY23 resulting from the shifting investment market conditions. In FY22, UI reclassified \$12M from unrestricted to restricted net position when exceptionally positive market conditions resulted in an overfunded PERSI plan and an increase in the overfunded OPEB plan. When the PERSI plan was no longer overfunded in FY23 and the OPEB plan overfunding declined, these assets were removed from restricted net position, thus reducing the negative impact on unrestricted net position that occurred in FY22.

Representatives from the institutions are ready to provide a brief analysis of their financial net position balances and year-to-year trends.

BOARD ACTION

This item is for informational purposes only.

Idaho College and Universities - BOISE STATE UNIVERSITY

**Net Position Balances
As of June 30, 2023**

	Net Position:	6/30/2023
1	Invested in capital assets, net of related debt	331,422,747
2	Restricted, expendable	27,528,794
3	Unrestricted	223,852,283
4	Total Net Position	582,803,824
	Unrestricted Net Position:	223,852,283
5	Obligated (Note A)	
6	Debt Reserves	19,957,544
7	Capital Projects	
8	Facilities	29,819,577
9	Equipment	6,801,137
10	Program Commitments	
11	Academic	6,280,294
12	Research	1,708,405
13	Administrative Initiatives	9,547,296
14	Total Obligated	74,114,253
15	Designated (Note B)	
16	Capital Projects	
17	Facilities	56,695,161
18	FFE	8,481,287
19	Program Commitments	
20	Academic	19,229,920
21	Research	23,656,838
22	Other	3,388,058
23	Administrative Initiatives	5,300,000
24	Other	5,980,800
25	Total Designated	122,732,064
26	Unrestricted Funds Available (Note C)	27,005,966
27	FY22 Operating Expenses	533,457,238
28	Ratio of Unrestricted Funds Available to operating expenses (prelim)	5.06%
29	5% of operating expenses (minimum reserve target)	26,672,862
30	Two months of operating expenses	88,909,540
31	Ratio of Unrestricted Funds Available to two months of operating expenses	30%
32	Number of days expenses covered by Unrestricted Funds Available	18

Note A: **Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service and staffing commitments for outstanding debt and personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

Note B: **Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C: **Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Unfunded Enrollment Workload Adjustment (EWA)
Budget reductions or holdbacks
Enrollment fluctuations
Inflation



IDAHO STATE UNIVERSITY
Net Position Balances
As of June 30, 2023

Net Position:		FY23
1	Invested in capital assets, net of related debt	\$210,684,539
2	Restricted expendable	\$24,552,909
3	Restricted, nonexpendable	
4	Unrestricted	\$82,995,444
5	Total Net Position	<u>\$318,232,892</u>
Unrestricted Net Position:		82,995,444
Obligated (Note A)		
6	Debt Reserves	2,300,000
	Capital Projects	
7	Facilities	9,820,596
8	Equipment	193,573
	Program Commitments	
9	Academic	26,354,054
10	Total Obligated	38,668,223
Designated (Note B)		
	Program Commitments	
11	Academic	13,407,030
12	Research	1,487,962
13	Other	5,987,219
14	Other	6,809,300
15	Total Designated	27,691,512
16	Unrestricted Available (Note C)	<u>16,635,709</u>
17	Operating expenses	302,560,235
18	Ratio of Unrestricted Funds Available to operating expenses	5.5%
19	5% of operating expenses (minimum available reserve target)	15,128,012
20	Two months operating expenses	50,426,706
21	Ratio of Unrestricted Funds Available to two months of operating	33%
22	expenses Number of days expenses covered by Unrestricted	20
	Funds Available	

Note A: Obligated - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

Note B: Designated - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C: Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are: enrollment fluctuations, budget reductions or holdbacks.



University of Idaho
Net Position Balances
As of June 30, 2023

Net position balances from audited financial statements have been adjusted below to remove the impact of the UI Strategic Initiatives Fund, a blended component unit, for comparability to prior years.

1	Net Position:	
2	Invested in capital assets, net of related debt	\$ 281,884,685
3	Restricted, expendable	38,071,297
4	Unrestricted	(5,922,208)
5	Total Net Position	\$ 314,033,774
6	Unrestricted Net Position:	\$ (5,922,208)
7	Obligated (Note A)	
	- Debt Service Obligations	\$ 11,350,493
	- Capital Project and Equipment Fund Obligations	3,202,054
	Total Obligated Funds	\$ 14,552,547
9	Unrestricted Available (Note C)	\$ (20,474,755)
10	Operating expenses	\$483,974,840
11	Ratio of Unrestricted Funds Available to operating expenses	-4.2%
12	5% of operating expenses (minimum available reserve target)	\$24,198,742
13	Two months operating expenses	\$80,662,473
14	Ratio of Unrestricted Funds Available to two months of operating expenses	-25%
15	Number of days expenses covered by Unrestricted Funds Available	0

NOTES

Note A: Obligated - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

Note B: Designated - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C: Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Budget reductions or holdbacks
Enrollment fluctuations
Unfunded Enrollment Workload Adjustment (EWA)

BUSINESS AFFAIRS AND HUMAN RESOURCES

DECEMBER 13, 2023

ATTACHMENT 4

Lewis-Clark State College

Net Position Balances

As of June 30, 2023

1	Net Position:	LCSC
2	Invested in capital assets, net of related debt	\$78,598,925
3	Restricted, expendable	3,727,675
4	Restricted, nonexpendable	0
5	Unrestricted	38,546,776
6	Total Net Position	\$120,873,376
7		
8	Unrestricted Net Position:	\$38,546,776
9	Obligated (Note A)	
10	Debt Service	\$244,924
11	Program Commitments	933,155
12	Capital Projects	170,000
13	Total Obligated	\$1,348,079
14		
15	Designated (Note B)	
16	Capital Projects	
17	Facilities	\$3,244,400
18	Equipment	1,254,883
19	Program Commitments	
20	Academic	2,763,161
21	Other	14,078,390
22	Other	3,639,313
23	Total Designated	\$24,980,149
24		
25	Unrestricted Available (Note C)	\$12,218,549
26		
27	Operating expenses	\$55,001,283
28	Ratio of Unrestricted Funds Available to operating expenses	22.22%
29	Ratio of Designated and Unrestricted Funds Available to operating expenses	67.6%
30	Ratio of Obligated, Designated and Unrestricted Funds Available to operating expenses	70.1%
31	5% of operating expenses (minimum available reserve target)	\$2,750,064
32		
33	Two months operating expenses	\$9,166,881
34	Ratio of Unrestricted Funds Available to two months of operating expenses	133%
35	Number of days expenses covered by Unrestricted Funds Available	81

Note A: Obligated - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

Note B: Designated - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C: Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are: enrollment fluctuations, budget reductions, or holdbacks.

SUBJECT

State Mandated Annual Evaluation Review Report

REFERENCE

February 2023 Board received the 2022 State-Mandated Annual Evaluation Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1004B(11)

BACKGROUND/DISCUSSION

Pursuant to Idaho Code § 33-1004B(11) a review of educator evaluations must be conducted annually to verify such evaluations are being conducted with fidelity to the state framework for teaching evaluation, including each domain and identification of which domains the administrator is focusing on for the instructional staff or pupil service staff member being evaluated, as outlined in administrative rule.

The report has been completed each year since 2016.

To satisfy statute, evidence is gathered from a statewide randomized sample of public-school administrators. That evidence is then examined by a team of experienced reviewers to determine if each selected administrator has conducted their evaluations in compliance with the requirements found in **IDAPA**

08.02.02.120. A fully compliant evaluation includes a minimum of the following:

- At least two (2) documented observations of the staff member's professional practice, the first of which must be completed before January 1st
- At least one (1) additional measure of professional practice, which may be based on student input, parent/guardian input, or a portfolio
- At least one (1) measure of student achievement and/or indicator of student success (as defined by Idaho Code § 33-1001 and appropriate to the staff member's position)
- At least one (1) summative evaluation completed no later than June 1st (as defined by Idaho Code § 33-514), which must be aligned to the applicable professional standards and based on a combination of the items above.

Reviews are conducted in two phases. The first phase of the annual review focuses on compliance with the requirements called out in IDAPA 08.02.02.120. The second phase serves as a formative assessment of district evaluation policy and implementation and includes onsite visits to randomly selected districts.

IMPACT

Pursuant to Idaho Code § 33-1004B(11) a review of a sample of instructional staff and pupil service staff evaluations shall be conducted annually.

ATTACHMENTS

Attachment 1 – State-Mandated Annual Evaluation Review Report

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The rate of evaluation compliance has increased from last year's review and is the highest rate of compliance since 2017-2018. Administrator compliance has increased by 3% from last year and has increased 28% from 2017-2018. The elements of non-compliance appeared to be related to misunderstandings of the framework requirements, missing evidence, extenuating circumstances, and isolated instances where the full evaluation files were unfound due to a change in leadership. It does not appear that any widespread, pervasive issues with willful non-compliance currently exist. Efforts to improve the number of evaluations conducted with fidelity to the statewide framework should focus on clarifying guidance on parts of the framework that remain unclear. Specifically, providing guidance for the additional measure of professional practice and student success indicators.

Upon completion of the review process, the expert review team debriefed their findings. The team shared trends, strengths, and areas of improvement. The recommendations from the expert review team is presented below:

1. Provide regional evaluation training.
2. Share updated guidance checklist with regional superintendents and those who teach the administrator recertification course.
3. The State Mandated Annual Evaluation Reviews should stay in person because of the importance of interrater reliability and calibration.
4. Calibration activities used for reviewer training should include two examples that have debatable evidence and one exemplary example.
5. Move the State Mandated Annual Evaluation review to the fourth week of September so Superintendents can attend their regional meetings.
6. Create legislation that could place an emphasis on the evaluation cycle in addition to the compliance requirement.
7. Create drop down options in the CLDS review software so reviewers can specify input. Also, include a notes option for administrators to clarify evidence.

BOARD ACTION

This item is for informational purposes.

2022-2023 EDUCATOR EVALUATION REVIEW
REPORT TO THE IDAHO STATE BOARD OF EDUCATION

NOVEMBER 2023

I. INTRODUCTION

Pursuant to **Idaho Code § 33-1004B(10)**, a review of educator evaluations must be conducted annually to:

verify such evaluations are being conducted with fidelity to the state framework for teaching evaluation, including each domain and identification of which domain or domains the administrator is focusing on for the instructional staff or pupil service staff member being evaluated, as outlined in administrative rule.

To satisfy statute, evidence is gathered from a statewide randomized sample of public-school administrators. That evidence is then examined by a team of experienced independent reviewers to determine if each selected administrator has conducted their evaluations in compliance with the requirements found in **IDAPA 08.02.02.120**. A fully compliant evaluation includes a minimum of the following:

- i. At least two (2) documented observations of the staff member's professional practice, the first of which must be completed by January 1st.
- ii. At least one (1) additional measure of professional practice, which may be based on student input, parent/guardian input, or a portfolio
- iii. At least one (1) measure of student achievement and/or indicator of student success (as defined by Idaho Code § 33-1001 and appropriate to the staff member's position)
- iv. At least one (1) summative evaluation completed no later than June 1st (as defined by Idaho Code § 33-514), which must be aligned to the applicable professional standards and based on a combination of the items above.

The following sections of this report detail the methodology and findings of the 2022-2023 review of certified staff evaluations.

II. METHODOLOGY

A. DATA COLLECTION

i. Review Sampling

The basic requirements for the review sample are established in **Idaho Code § 33-1004B(10)**, which states that:

The state board of education shall randomly select a sample of administrators throughout the state. A portion of such administrators' instructional staff and pupil service staff employee evaluations shall be independently reviewed.

The sample for the 2022-2023 review was generated by the randomizer built into the Career Ladder Data System (CLDS). The CLDS was built out for the State Mandated Annual Evaluation Review.

A randomized sample of administrators—representing approximately 10% of the evaluating administrators in each region in the state—was provided from this data. Given the size disparity between Local Education Agencies (LEAs) in Idaho, the randomization was purposefully weighted to avoid oversampling the largest districts and ensure adequate representation from each of the six regions. For every administrator in the sample, a selection of evaluations from the 2022-2023 school year was reviewed. Where possible, this selection included two instructional staff evaluations and one pupil service staff evaluation each.

Two hundred ninety-three (293) staff evaluations by one hundred twenty-four (124) administrators were confirmed for the review sample. This sample represents ten percent (10%) of the total administrators-of-record in Idaho public schools for the 2022-2023 school year.

ii. Administrator & Staff Surveys

Two survey instruments were also developed and distributed to gain additional insight into how evaluation policies are implemented. One was designed to capture the selected administrators' perceptions of their own practice as administrators (see Appendix A). The other was intended to gather information on the perceptions of the staff members whom they had evaluated (see Appendix B).

B. REVIEW PROCESS

i. Reviewer Selection & Reliability

A team of sixteen (16) experienced education professionals from across Idaho were selected to serve on the review team. This group was composed of current and former public education leaders, teachers, State Department of Education staff, as well as faculty from Idaho educator and administrator preparation programs.

Prior to beginning review work, all reviewers were required to sign a confidentiality form and participate in training. The training session—scheduled for three (3) hours—was designed to calibrate the review team and increase interrater reliability. Included in the training was a summary of state evaluation requirements, a review of specific compliance criteria used for the review of the submitted evaluations, and a group calibration activity. The group reconvened for a whole group debriefing allowing for a clarifying conversation to increase alignment.

ii. Desk Review

The first major phase of the review process is the *desk review*, in which reviewers work independently to assess the compliance of each evaluation.

The 2022-2023 desk review was conducted in-person. The main desk review took place on September 21st and 22nd, 2023, which followed the training that took place on September 20th, 2023. Reviewers

worked independently to assess each file for compliance. A minimum of two reviews were conducted by two different reviewers for each submitted evaluation. If a third read was required, then a third reviewer would be assigned the evaluation for review. Reviewers that work in a school building/school district were assigned evaluations in a different region from their own. As-needed support was provided by experienced reviewers. In addition, recalibration discussions occurred as they arose.

Once all submissions were reviewed, the data was calculated in the Career Ladder Data System (CLDS). Additionally, the review team discussed trends, strengths, and areas of improvement that were observed during the desk review.

Selected administrators were notified of the results of the evaluation review. After being notified of the evaluation results, administrators were given the opportunity to submit missing documents that were identified as missing by the reviewers, provide clarification for the evidence submitted, and/or correct any errors.

iii. On-Site Follow-Ups

The second major phase of the review process involved on-site visits to a subset of Local Education Agencies whose evaluations were assessed in the desk review. The purpose of these visits would be to establish a dialogue with Local Education Agencies that were identified as having exceptional strengths or challenges in their evaluation practice. Through targeted feedback and interviews, the on-site visits would seek to inform improvements to the implementation of evaluation practices and compliance around the state. The Local Education Agencies selected for onsite visits were notified via email.

III. FINDINGS

COMPLIANCE DATA

This section begins with the review team's findings regarding the overall compliance of the evaluation files.

When examining these findings, it is important to note that the review team was not assessing the quality of each administrator's evaluative practice nor the validity of the scores they assigned. It would be impossible to do so without an in-depth knowledge of each LEA's unique implementation of the state framework and additional evidence that is beyond the scope of this review to collect (such as the ability to observe staff practice). *Compliance* in this context is only meant to indicate that an evaluation was conducted in accordance with the minimum requirements that comprise the state evaluation framework.

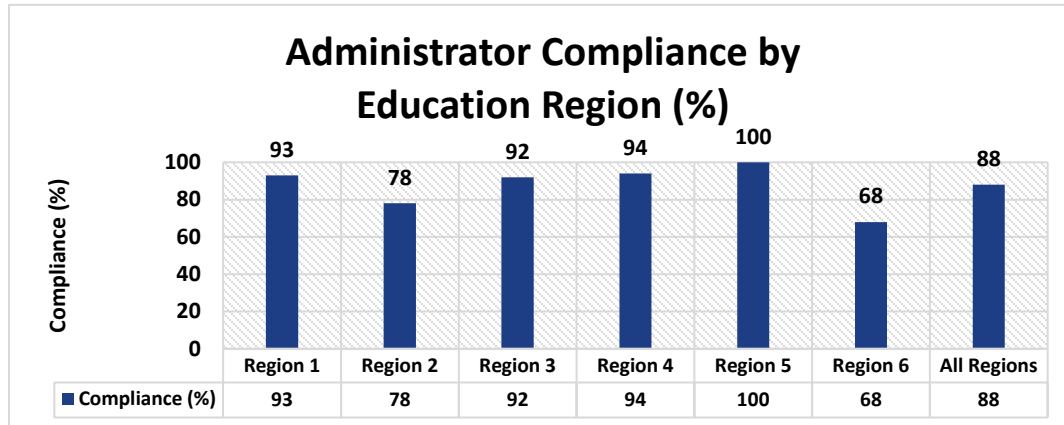
Overall Compliance Data

To be found compliant overall, an evaluation submission needed to contain evidence of each of the required elements listed above. Additionally, the evidence needed to demonstrate that those elements had been implemented with fidelity to the state evaluation framework as laid out in Administrative Rule and Idaho Code. If any of the individual elements were found to be noncompliant, the evaluation was judged as noncompliant overall.

Findings

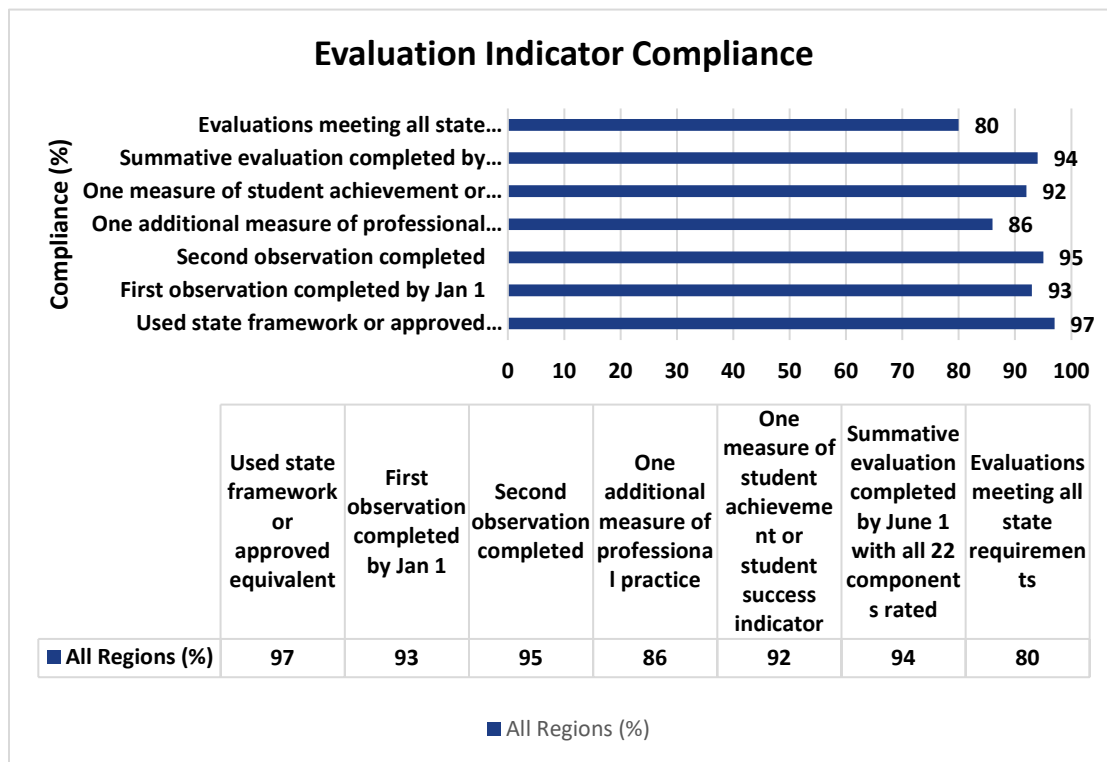
Administrator Findings

One hundred twenty-four (124) administrators were included in the review this year. An administrator was identified as compliant when fifty-one percent (51%) or more of the evaluations submitted were fully compliant meeting all state requirements.



Evaluation Findings

Two hundred ninety-three (293) evaluations were included in this review this year. Each evaluation was reviewed against the legal requirements indicated in the introduction.



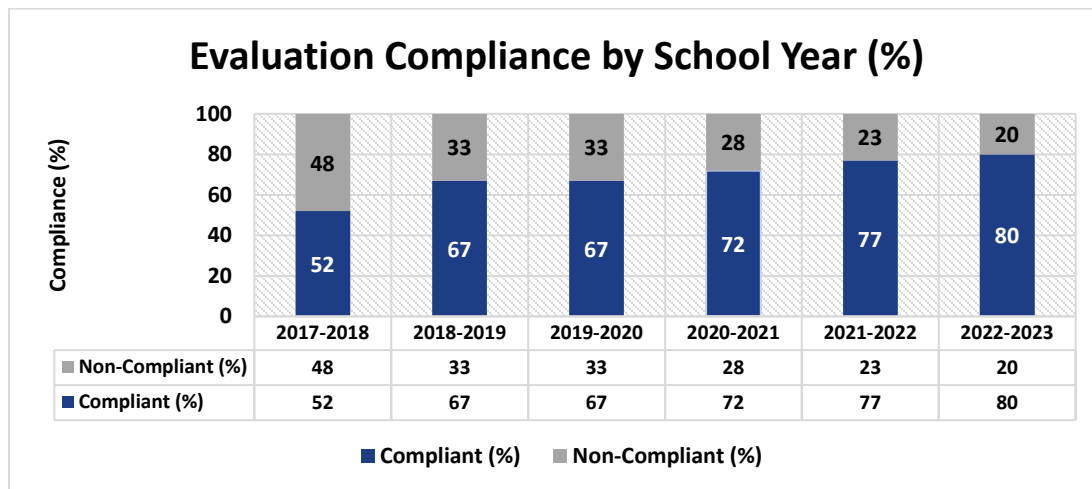
SURVEY DATA

Both the administrator survey (see [Appendix A](#)) and certified staff survey (see [Appendix B](#)) were intended to provide additional insight into the real-world implementation of LEA evaluation policies. The overall responses on each survey can show the implementation of evaluation policies in a way that the desk review alone could not. Additionally, comparing the responses of the administrators to the certificated staff whom they evaluated allows for an examination of the perceived validity of the evaluation process among those involved. A significant disparity between the responses of the two groups could indicate a disconnect in evaluation practice worth exploring further.

Ninety-three (93) administrators responded to the administrator survey and three hundred ninety-four (394) certified staff members responded to the certified staff survey. The results of the surveys can be found in Appendix A and Appendix B. It should be noted that there is potential for response biases, especially those based on social expectations of what the respondent believes would be the “preferred answer”. As such, these results should only be viewed as providing enhanced context and should not form the basis of significant conclusions on their own.

IV. CONCLUSION

The rate of evaluation compliance has increased from last year’s review and is the highest rate of compliance since 2017-2018. Administrator compliance has increased by 3% from last year and has increased 28% from 2017-2018.



The elements of non-compliance appeared to be related to misunderstandings of the framework requirements, missing evidence, extenuating circumstances, and isolated instances where the full evaluation files were unfound due to a change in leadership. It does not appear that any widespread, pervasive issues with the willful non-compliance currently exist. Efforts to improve the number of evaluations conducted with fidelity to the statewide framework should focus on clarifying guidance on parts of the framework that remain unclear. Specifically, providing guidance for the additional measure of professional practice and student success indicators.

To support administrators who had one or more elements of non-compliance with conducting future evaluations, a checklist was created by the review team. This checklist along with the PowerPoint indicates the evaluation requirements and will be accessible on the [OSBE](#) website. The on-site follow-ups included visits to selected LEAs that were assessed in the desk review. The purpose of the on-site visits is to exchange dialogue about strengths, challenges, and needs in their evaluation practices. The visits included a review of the state requirements for certified staff evaluation, explaining the purpose of the state-mandated annual evaluation review, review evaluation practices and tools, review LEA evaluation policies, and provide targeted feedback. The on-site visit is intended to inform improvements to the implementation of the evaluation practices and compliance around the state.

Survey data also indicates that most administrators and staff perceive the evaluations to measure performance fairly and accurately.

i. Review Team Recommendations

Upon completion of the review process, the expert review team debriefed their findings. The team shared trends, strengths, and areas of improvement. The recommendations from the expert review team is presented below:

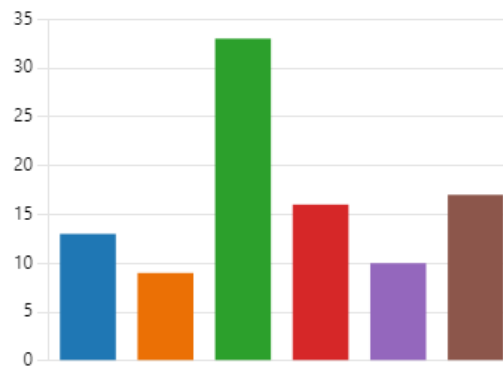
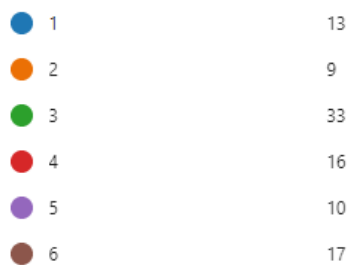
1. Provide regional evaluation training.
2. Share updated guidance checklist with regional superintendents and those who teach the administrator recertification course.
3. The State Mandated Annual Evaluation Reviews should stay in person because of the importance of interrater reliability and calibration.
4. Calibration activities used for reviewer training should include two examples that have debatable evidence and one exemplary example.
5. Move the State Mandated Annual Evaluation review to the fourth week of September so Superintendents can attend their regional meetings.
6. Create legislation that could place an emphasis on the evaluation cycle in addition to the compliance requirement.
7. Create drop down options in the CLDS review software so reviewers can specify input. Also, include a notes option for administrators to clarify evidence.

APPENDIX A
ADMINISTRATOR SURVEY

State-Mandated Annual Evaluation Review-Administrator Survey
(2022-2023 School Year Review)

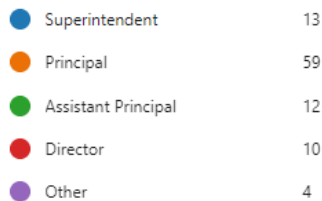
1. In what Education Region is your school district or charter school located?

[More Details](#)



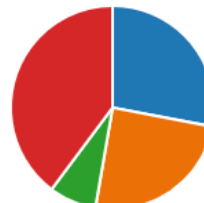
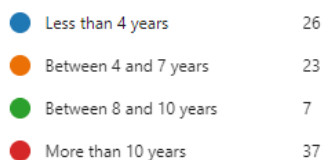
2. What was your role during the 2022-2023 school year?

[More Details](#)



3. How many years has it been since completion of your initial administrator certification?

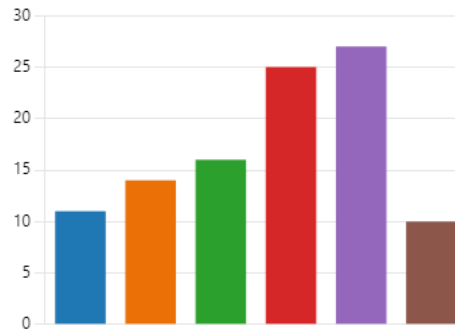
[More Details](#)



4. Which administrator preparation program did you attend? (Select all that apply)

[More Details](#)

BSU	11
ISU	14
NNU	16
U of I	25
Out of State Program	27
Other	10



5. I received training on the Idaho Framework for Teaching Evaluation and earned proof of proficiency in evaluation from? (Select all that apply)

[More Details](#)

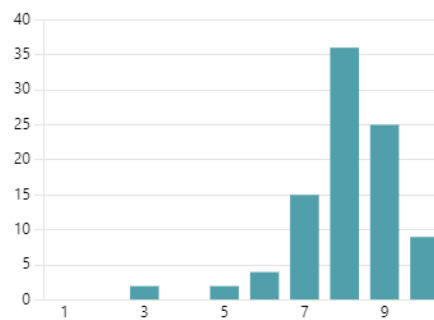
Teachscape Online Proficiency T...	20
Idaho State-Sponsored Danielso...	45
Idaho Administrator Preparation...	19
I do not yet have proof of profic...	2
Other	34



6. On a scale of 1-10, please rate your level of familiarity with requirements for conducting evaluations based upon Idaho Code and Administrative Rule (IDAPA 08.02.02.120).

[More Details](#)

8.04
Average Rating



7. How many certified staff evaluations did you complete during the 2022-2023 school year?

[More Details](#)

Fewer than 6	15
6-10	14
11-15	19
16-20	21
More than 20	24



8. Please provide your level of agreement with the following statements:

[More Details](#)

Strongly Agree Agree Disagree Strongly Disagree

I collected performance evidence when conducting evaluations

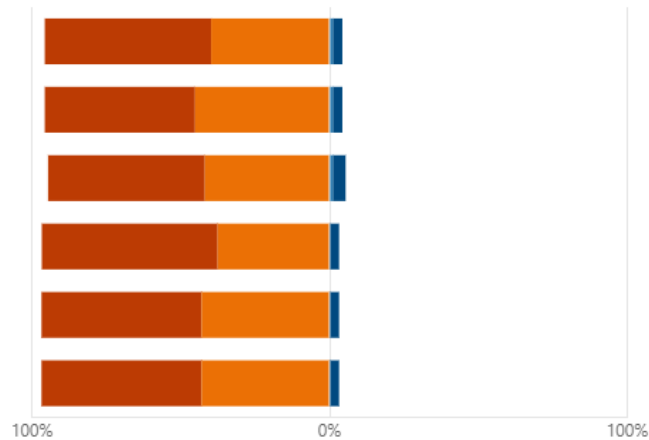
I am confident in my ability to rate performance evidence using the rubric from the Framework for...

I am able to ensure that staff have access to professional development opportunities directly...

I work with staff to set student success goals and select relevant measures to use as evidence in...

I use performance evidence from observations and formal evaluations to offer productive feedback to...

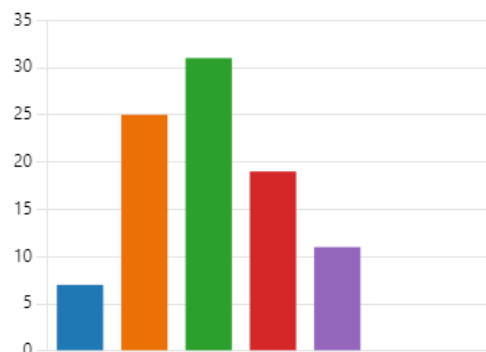
I am confident in my ability to work with staff to set student success goals and select relevant measures...



9. Please estimate the frequency with which you hold professional conversations with certified staff members about their performance:

[More Details](#)

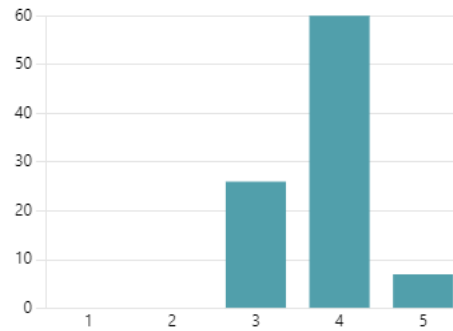
Daily	7
Weekly	25
Monthly	31
Quarterly	19
Twice during the academic year	11
Rarely	0
Never	0



10. On a scale from 1-5, how would you rate the quality of feedback you provide to staff on their performance?

[More Details](#)

3.80
Average Rating



11. How accurate do you believe your 2022-2023 summative evaluations were in measuring your staff's professional practice?

[More Details](#)

Completely	33
Mostly	56
Moderately	4
Marginally	0
Not at all	0



12. How accurate do you believe your 2022-2023 summative evaluations were in measuring your staff's impact on student success?

[More Details](#)

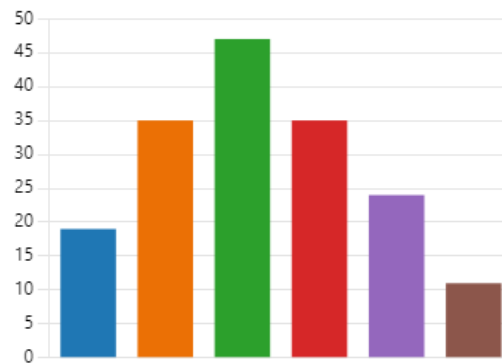
● Completely	20
● Mostly	62
● Moderately	11
● Marginally	0
● Not at all	0



13. I would welcome additional support or training in my staff evaluation role on the following topics: (Select all that apply)

[More Details](#)

● Conducting reliable observation...	19
● Collecting, evaluating, and align...	35
● Crucial conversations and produ...	47
● Assessment literacy: Accurately ...	35
● State requirements and best pra...	24
● Other	11

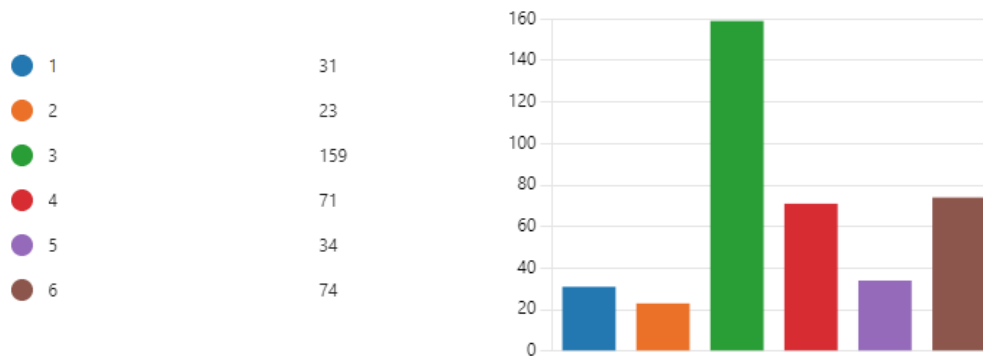


APPENDIX B
CERTIFIED STAFF SURVEY

OSBE Annual Evaluation Review-Optional Staff Survey
(2022-2023 School Year Review)

1. In what Education Region is your local education agency (school district or charter school) located?

[More Details](#)



2. What was your role during the 2022-2023 school year? (Select all that apply)

[More Details](#)

Instructional Staff	337
Pupil Services Staff	35
Educator Coach (Instructional, T...	13
Educator Mentor	23
Other	37



3. How many years has it been since the completion of your initial instructional or pupil service staff certification?

[More Details](#)

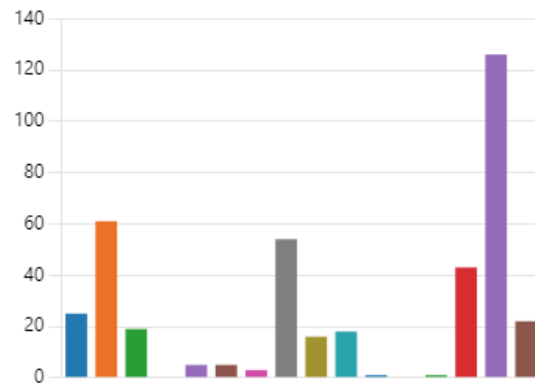
Less than four years	44
Between four and seven years	48
Between eight and ten years	38
More than ten years	264



4. Select the initial instructional or pupil service staff preparation program that you attended.

[More Details](#)

● ABCTE	25
● Boise State University	61
● Brigham Young University - Idaho	19
● Charter Teacher Pathway	0
● College of Idaho	5
● College of Southern Idaho	5
● CTE Teacher Pathway	3
● Idaho State University	54
● Lewis Clark State College	16
● Northwest Nazarene University	18
● Teach for America - Idaho	1
● Registered Teacher Apprentices...	0
● Registered Teacher Apprentices...	1
● University of Idaho	43
● Out of State Program	126
● Other	22



5. Select the educator evaluation training that you have received. (Select all that apply)

[More Details](#)

Training in my preparation prog...	179
Training in one or more districts...	236
Training at a state-sponsored w...	80
I have not yet received training	48
Other	26



6. What evaluation framework are your observations and performance evaluations based on? (Select all that apply)

[More Details](#)

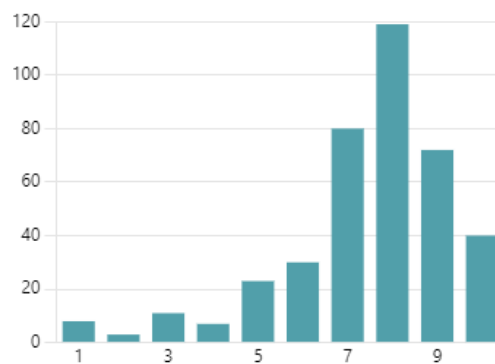
Idaho Framework for Teaching E...	373
My profession's national standa...	24
Other Idaho state-board approv...	17
Other	10



7. On a scale of 1-10, please rate your level of familiarity with the educator evaluation requirements based on Idaho Code and Administrative Rule (IDAPA 08.02.02.120):

[More Details](#)

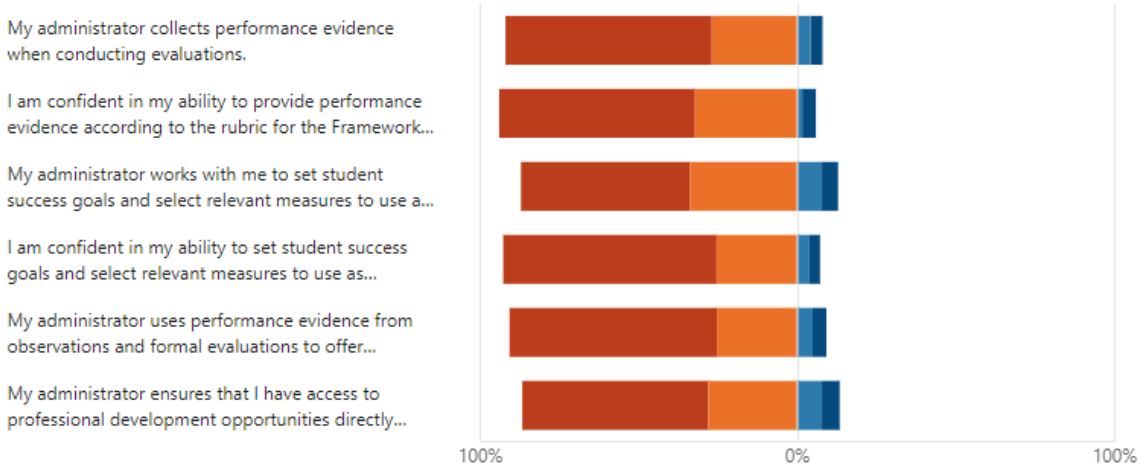
7.46
Average Rating



8. Please provide your level of agreement with the following statements:

[More Details](#)

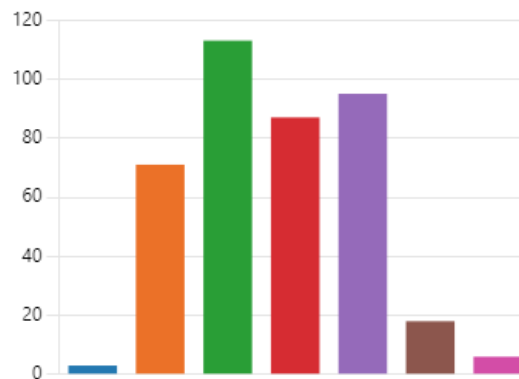
Strongly Agree Agree Disagree Strongly Disagree



9. Please estimate the frequency with which your administrator holds professional conversations with you about your performance.

[More Details](#)

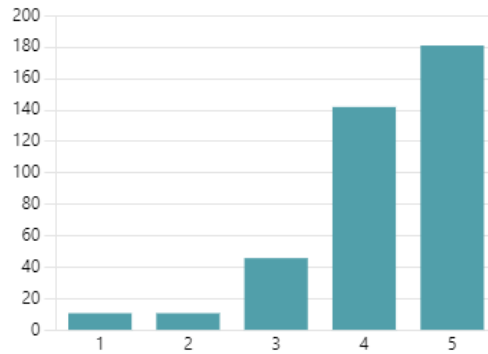
Daily	3
Weekly	71
Monthly	113
Quarterly	87
Twice during the academic year	95
Rarely	18
Never	6



10. On a scale from 1 to 5, how would you rate the quality of feedback you receive on your performance from your administrator?

[More Details](#)

4.20
Average Rating



11. How accurate do you believe your 2022-2023 summative evaluation was in measuring your professional practice?

[More Details](#)

Completely	206
Mostly	146
Modestly	27
Marginally	8
Not at all	6



12. How accurate do you believe your 2022-2023 summative evaluation was in measuring your impact on student success?

[More Details](#)

● Completely	162
● Mostly	177
● Modestly	27
● Marginally	20
● Not at all	7



13. Please select the topics that you would welcome additional support or training on. (Select all that apply)

[More Details](#)

● Reflecting on my performance u...	85
● Collecting and aligning perform...	118
● Assessment literacy: Accurately ...	115
● State requirements and best pra...	123
● Other	39



**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

SUBJECT

Annual English Learners Proficiency Report

REFERENCE

April 2005	Board approved rule for definition of Limited English Proficient
November 2009	Board adopted The Idaho English Language Assessment Achievement Standards as temporary
August 2010	Board adopted The Idaho English Language Assessment Achievement Standards as pending, that were approved in November 2009
June 2014	Board approved proposed rule amendment for clarification and accuracy in definition for Limited English Proficient
November 2015	Board approved pending rule changes to IDAPA 08.02.03.105
August 2016	Board removed the Idaho English Language Assessment (IELA) Achievement Standards
December 16, 2020	Board was provided the 2019-2020 Annual Summary report for the English Learner Program and an English Learner Proficiency update.
December 21, 2022	Board was provided the 2021-2022 Annual Summary report for the English Learner Program and an English Learner Proficiency update.
December 13, 2023	Board was provided the 2021-2022 Annual Summary report for the English Learner Program and an English Learner Proficiency update.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1617, Idaho Code

BACKGROUND/DISCUSSION

The English Learner (EL) program assists local education agencies in creating, implementing, and maintaining researched-based programs to support students whose primary language at home is other than English. Federal and state requirements help remove barriers and provide equity in learning to ensure English language learners succeed in school. Results from the WIDA ACCESS Placement Test determine program eligibility and inform each student's plan for developing English language skills. The WIDA ACCESS assessment is administered annually to all identified English learners and includes reading, writing, listening, and speaking, resulting in an overall composite score and a scale score in each of the four domains.

Beginning with the 2020 ACCESS assessment, a student is considered proficient with a composite score equal to, or greater than 4.2 with a minimum score of 3.5 in the reading, writing, and listening domains and a minimum score of 1 in the

**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

speaking domain. Idaho's Consolidated State Plan, amended June 18, 2019, identifies the five-year long-term goals for English learners in making progress in achieving proficiency using 2018 data as the baseline. Information about the local education agencies program plan and allocation of funds are included in the English Learner Proficiency update.

Section 33-1617, Idaho Code, requires that each LEA provide a report to the State Department of Education and the State Board of Education each year.

IMPACT

This agenda item will provide the Board with an update on the English Learners program, including student proficiency data.

ATTACHMENTS

Attachment 1 – English Learner Proficiency Report

BOARD ACTION

This item is for informational purposes only.

2022-2023 ANNUAL SUMMARY

Idaho English Learner Program



IDAHO STATE DEPARTMENT OF EDUCATION
ENGLISH LEARNER & TITLE III-A PROGRAM | FEDERAL PROGRAMS DEPARTMENT

Compiled by Maria A. Puga, English Learner Program Coordinator

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10.25.2023

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BACKGROUND

The Idaho English Learner (EL) Program and Title III-A assist school districts with federal and state requirements of English Learners (ELs). We help districts create, implement, and maintain development programs that provide equal learning opportunities for ELs. Our goal is to assist Local Educational Agencies (LEAs) to develop their curriculum and teaching strategies which embrace each learner's unique identity to help break down barriers that prevent ELs from succeeding in school.

Idaho code 33-1617 states, "It is legislative intent that the state board of education and state department of education develop statewide, research-based goals for students in Idaho who are English language learners. Goals shall specifically address compliance with applicable state and federal law and court decisions.

The board of trustees of each school district shall formulate a plan in sufficient detail that measurable objectives can be identified and addressed which will accomplish English language acquisition and improved academic performance. Moneys distributed to school districts based upon the population of limited-English proficiency students and distributed to school districts to support programs for students with non-English or limited-English proficiency shall be utilized in support of the district plan.

The district plan and allocation of funds shall be part of a report made annually to the state board of education and state department of education. The state board of education shall provide a summary of these reports to the legislature. Recommendations for program enhancements needed to reach the statewide goals are to be brought to the legislature after review and approval by the state board of education."

The Federal Program's English Learner Department oversees state and federal grant requirements, monitoring visits for all Title III-A districts, the state English Learner's 3-year Enhancement Grant, professional development activities, and the English Learner Management System (ELMS).

State Level Summary

During the 2022-2023 school year, the Idaho English Learner Program oversaw 133 English Learner educational programs. Of these LEAs, 93 had only state EL funding and 40 had both state and federal funding, through the Title III-A program. Any LEA which has at least one English Learner enrolled at their school will qualify for state EL funding. LEAs with more than 82 English Language learners qualify for additional federal funding through the Title III-A program, meeting the federal Title III-A \$10,000 allocation threshold.

All Idaho district/charters are required, under the Title VI of the Civil Rights Act of 1964, to provide a comprehensive English language proficiency program for students who cannot speak, read, or write English well enough to participate meaningfully in educational programs. Federal and State legislation requires that district/charters provide Language Instruction Educational Programs (LIEP) and services to support the language development of EL students. As part of state and federal guidelines, each LEA includes a Home Language Survey as part of their registration process in order to initially screen students for a language other than English.

LEAs submit their English Learner plans through the Consolidated Federal and State Grant Application (CFSGA) each year. In this plan, the LEAs include their EL program information, core language instructional program, yearly goals, and an annual budget. The EL Program Coordinator reviews each plan, provides feedback and indicates where changes or additions need to be made to ensure each LEA is meeting the state and federal minimum requirements. LEAs must have their plan approved by the EL program coordinator before funding is distributed.

PROGRAM MONITORING

The Idaho State Department of Education (SDE) is required to oversee and monitor the activities of its Local Education Agencies (LEAs). In the 2022-2023 school year, 9 out of 40 Title III-A LEAs were monitored through the Federal Programs Monitoring process. The SDE monitors each LEA on a 6-year cycle.

Title III-A monitoring involves reviewing an LEA's core instructional education program, certified staffing and proper supervision of paraprofessionals, parent engagement activities, student support, and proper use of funds. The following LEAs were monitored during the 2022-2023 school year: Caldwell School District #132, Jerome Joint School District #261, Madison School District #321, Marsing Joint District #363, Middleton School District #134, Minidoka County Joint District #331, Mountain Home School District #193, Teton County District #401, and Weiser School District #431.

STATE ENHANCEMENT GRANTS

The English Learner (EL) Enhancement Grant Program is funded by the state of Idaho through a competitive grant process. The state legislature has earmarked \$450,000 to this enhancement grant and awards range from \$10,000-\$85,000 depending on the chosen project. LEAs have the option of choosing from the following grant options: Implementation of Co-Teaching Model, funding for a Regional Coordinator, or Program Enhancements.

Grantee districts use the funds for additional resources to enhance core EL program services for English learners and to improve student English language skills to allow for better access to the educational opportunities offered in public schools. Grants are funded for three years (2020-2021, 2021-2022, and 2022-2023) with ongoing funding contingent on legislative funding. Each grant recipient creates yearly and three-year goals and works with a grant mentor to ensure benchmarks are being met. An annual report on goal progress by the grantees is developed each year in December on program design, use of funds, goal progress, and program effectiveness. A new grant cycle began in 2020-2021 school year with 12 new grant recipients. For this current grant cycle, there are three Co-Teaching grants, one Regional Coordinator grant, and eight Program Enhancement grants. As 2022-2023 was the final year of the grant cycle, the SDE held a competitive application process for the following three-year grant cycle, beginning in the 2023-2024 school year.

State English Learner Goals

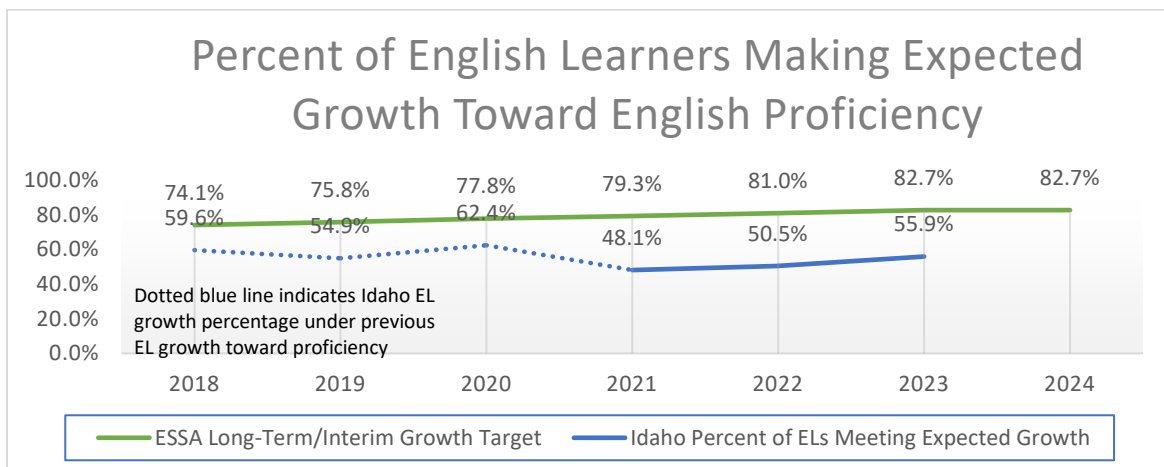
The State of Idaho's English Learner Program goals towards English Language proficiency taken from the [2019 Idaho Consolidated Plan](#) reads:

**Table 6b: Percent of Students Making Expected Progress toward English proficiency
2018 baseline, 2023 long-term goal, and 2019-2022 interim targets**

2018 Baseline	2019	2020	2021	2022	2023
74.07%	75.80%	77.53%	79.26%	80.98%	82.71%

Idaho will reduce the number of English learners who are not making expected progress towards English proficiency on the WIDA ACCESS assessment, as defined above by 1/3 over five years. This five-year long-term goal has been reset to reflect the change to the expected progress, using 2018 data as the baseline.

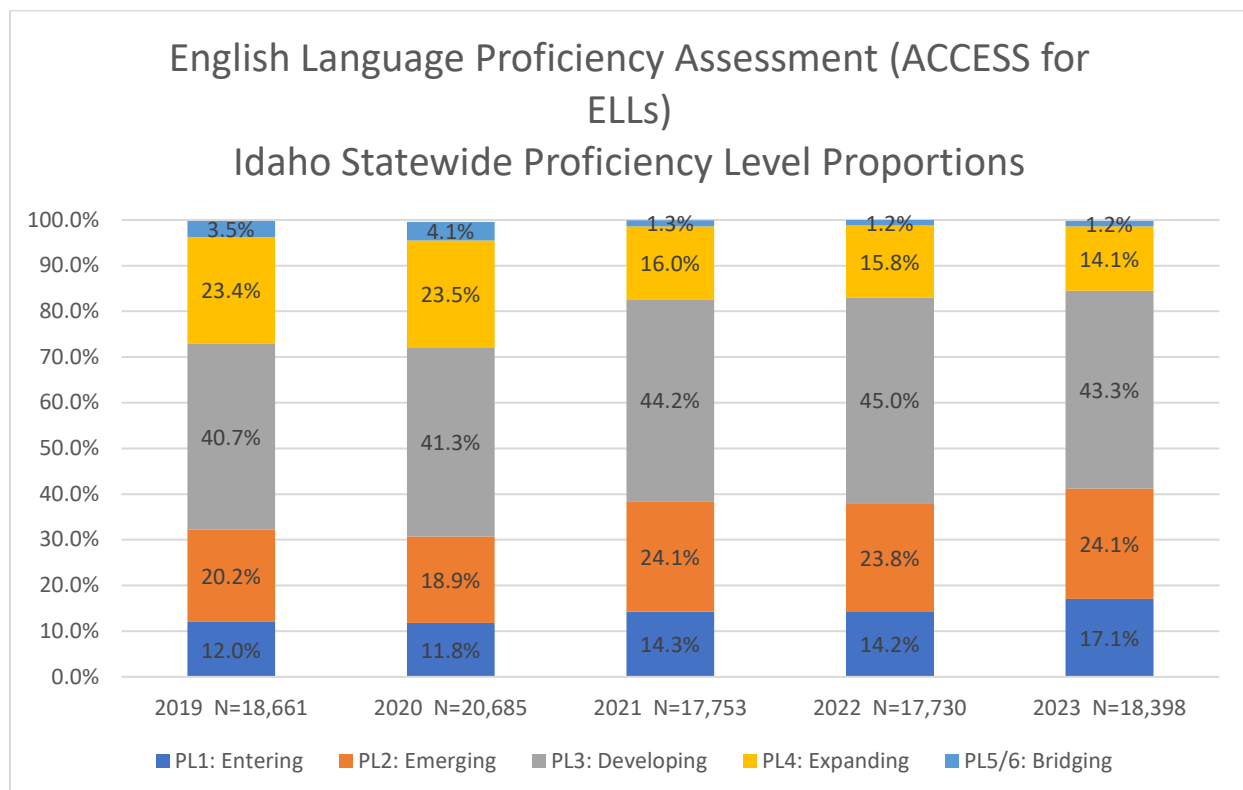
The WIDA ACCESS assessment is administered to all identified English Learners, either electronically or paper based, and includes assessments in reading, writing, listening, and speaking. A student will receive an overall composite score and a scale score in each of the four domains. The reading and writing components are weighted, each making up 35% of the composite score. The speaking and listening are weighted 15% each in the overall composite score. In 2022-2023, 55.9% of ELs who completed ACCESS for ELLs met the expected progress toward English proficiency metric. This was a 5.4% increase from the 2021-2022 ACCESS for ELLs test administration and a 7.8% increase since the 2020-2021 ACCESS for ELLs test administration.



English Language Proficiency Assessment

WIDA's suite of assessments are used to screen, monitor, and exit Idaho students from a research-based language instruction educational program. Using the WIDA Screener for Kindergarten or the WIDA Screener, districts/charters are able to identify newly enrolled students for additional language support services. After identification, Idaho English learners (ELs) participate annually in the WIDA ACCESS for ELLs to monitor academic English language proficiency growth in four distinct language domains: Reading, Writing, Listening, and Speaking. The ACCESS for ELLs annual language proficiency assessment is typically administered from the last week in January to the first week in March. During the 2022-2023 school year, 18,398 students completed all sections of the ACCESS test.

Below is a performance distribution chart, which reflects the percentage of students scoring at each WIDA performance level: 1- Entering, 2- Emerging, 3- Developing, 4- Expanding, 5- Bridging, and 6- Reaching. The State of Idaho has determined a 4.2 composite score as the benchmark for state proficiency. In the 2022-2023 ACCESS administration, 8.7% of English learners reached proficiency.



2022-2023 List of LEA Allocations

LEAs can receive multiple funding allocations based on their EL student population. The following table shows funding allocations for: State EL Allocations, Federal Title III-A Allocations, Title III-A Immigrant Allocations, and State Enhancement Grant Allocations. Some LEAs listed have been redacted based on data privacy rules for having five EL students or less.

LEA Name	EL Student Population	State EL Allocation	Title III-A Allocation	Title III-A Immigrant Allocation	State Enhancement Grant
BOISE INDEPENDENT DISTRICT	1,904	\$464,390	\$232,484	\$54,898	\$15,000
NAMPA SCHOOL DISTRICT	1,761	\$429,512	\$215,023		
JOINT SCHOOL DISTRICT NO. 2	1,377	\$335,854	\$168,136		
CALDWELL DISTRICT	1,067	\$260,244	\$130,284		
VALLIVUE SCHOOL DISTRICT	990	\$241,463	\$120,882		
JEROME JOINT DISTRICT	951	\$231,951	\$116,120		\$15,000
TWIN FALLS DISTRICT	758	\$184,878	\$92,554	\$26,449	\$85,000
IDAHO FALLS DISTRICT	640	\$156,098	\$78,146		
CASSIA COUNTY JOINT DISTRICT	593	\$144,634	\$72,407		
BLAINE COUNTY DISTRICT	547	\$133,415	\$66,790		\$85,000
MINIDOKA COUNTY JOINT DISTRICT	543	\$132,439	\$66,302		
BONNEVILLE JOINT DISTRICT	525	\$128,049	\$64,104		
WENDELL DISTRICT	377	\$91,951	\$46,033		
BLACKFOOT DISTRICT	322	\$78,537	\$39,317		\$15,000
AMERICAN FALLS JOINT DISTRICT	292	\$71,220	\$35,654		
TETON COUNTY DISTRICT	249	\$60,732	\$30,404		
MOUNTAIN HOME DISTRICT	245	\$59,756	\$29,915		
ABERDEEN DISTRICT	231	\$56,341	\$28,203		
JEFFERSON COUNTY JOINT DISTRICT	231	\$56,341	\$28,206		\$85,000
KUNA JOINT DISTRICT	225	\$54,878	\$27,473		
BUHL JOINT DISTRICT	198	\$48,293	\$24,176		
GOODING JOINT DISTRICT	171	\$41,707	\$20,880		\$15,000
HERITAGE COMMUNITY CHARTER SCHOOL, INC.	170	\$41,463	\$20,758		\$10,000
FREMONT COUNTY JOINT DISTRICT	152	\$37,073	\$18,560		

LEA Name	EL Student Population	State EL Allocation	Title III-A Allocation	Title III-A Immigrant Allocation	State Enhancement Grant
HOMEDALE JOINT DISTRICT	139	\$33,902	\$16,972		
PAYETTE JOINT DISTRICT	136	\$33,171	\$16,606		
FRUITLAND DISTRICT	134	\$32,683	\$16,362		
MADISON DISTRICT	133	\$32,439	\$16,240		
MIDDLETON DISTRICT	128	\$31,220	\$15,629		
MARSING JOINT DISTRICT	128	\$31,220	\$15,629		
WILDER DISTRICT	126	\$30,732	\$15,385		
SHOSHONE JOINT DISTRICT	115	\$28,049	\$14,042		
POCATELLO DISTRICT	108	\$26,341	\$13,187		
VALLEY DISTRICT	105	\$25,610	\$12,821		
SHELLEY JOINT DISTRICT	95	\$23,171	\$11,600		
SNAKE RIVER DISTRICT	94	\$22,927	\$11,478		
WEISER DISTRICT	93	\$22,683	\$11,356		
EMMETT INDEPENDENT DISTRICT	92	\$22,439	\$11,233		
KIMBERLY DISTRICT	92	\$22,439	\$11,233		
PARMA DISTRICT	80	\$19,584	\$10,147		
FILER DISTRICT	79	\$18,617			
IDAHO ARTS CHARTER SCHOOL, INC.	69	\$16,829			\$15,000
PRESTON JOINT DISTRICT	66	\$16,098			
COEUR D'ALENE DISTRICT	61	\$14,878			
SUGAR-SALEM JOINT DISTRICT	54	\$13,171			
MELBA JOINT DISTRICT	53	\$12,927			
MOSCOW DISTRICT	53	\$12,927			
ELEVATE ACADEMY INC.	52	\$12,683			
GLENNS FERRY JOINT DISTRICT	50	\$12,195			
MCCALL-DONNELLY JOINT SCHOOL DISTRICT	46	\$11,220			
FUTURE PUBLIC SCHOOL, INC.	42	\$10,244			
GEM PREP: NAMPA, LLC	40	\$9,756			
MURTAUGH JOINT DISTRICT	38	\$9,268			
BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT	35	\$8,537			
HANSEN DISTRICT	35	\$8,537			
NEW PLYMOUTH DISTRICT	34	\$8,293			
POST FALLS DISTRICT	33	\$8,049			
CLARK COUNTY DISTRICT	32	\$7,805			

LEA Name	EL Student Population	State EL Allocation	Title III-A Allocation	Title III-A Immigrant Allocation	State Enhancement Grant
NOTUS DISTRICT	31	\$7,561			
COMPASS PUBLIC CHARTER SCHOOL, INC.	31	\$7,561			
HAGERMAN JOINT DISTRICT	29	\$7,073			
WEST JEFFERSON DISTRICT	29	\$7,073			
HERITAGE ACADEMY, INC.	29	\$7,073			
LAKE PEND OREILLE SCHOOL DISTRICT	28	\$6,829			
INSPIRE ACADEMICS, INC.	28	\$6,829			
FIRTH DISTRICT	27	\$6,585			
CASTLEFORD DISTRICT	27	\$6,585			
IDAHO VIRTUAL ACADEMY, INC.	27	\$6,585			
RIRIE JOINT DISTRICT	21	\$5,122			
THE SAGE INTERNATIONAL SCHOOL OF BOISE, A PUBLIC CHARTER SCHOOL, INC.	21	\$5,122			
MOSAICS PUBLIC SCHOOL, INC.	20	\$4,878			
XAVIER CHARTER SCHOOL, INC.	19	\$4,634			
TREASURE VALLEY CLASSICAL ACADEMY, INC.	18	\$4,390			
DIETRICH DISTRICT	17	\$4,146			
THE VILLAGE CHARTER SCHOOL, INC.	16	\$3,902			
BLACKFOOT CHARTER COMMUNITY LEARNING CENTER, INC.	16	\$3,902			
BLISS JOINT DISTRICT	15	\$3,659			
ONEIDA COUNTY DISTRICT	15	\$3,659			
ANOTHER CHOICE VIRTUAL CHARTER SCHOOL, INC.	15	\$3,659			
THOMAS JEFFERSON CHARTER SCHOOL, INC.	13	\$3,171			
RICHFIELD DISTRICT	12	\$2,927			
VISION CHARTER SCHOOL, INC.	11	\$2,683			
ANSER OF IDAHO, INC.	11	\$2,683			
FORRESTER ACADEMY, INC.	11	\$2,683			
CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA)	11	\$2,683			
LEWISTON INDEPENDENT DISTRICT	10	\$2,439			

LEA Name	EL Student Population	State EL Allocation	Title III-A Allocation	Title III-A Immigrant Allocation	State Enhancement Grant
LEGACY PUBLIC CHARTER SCHOOL, INC.	9	\$2,195			
PEACE VALLEY CHARTER SCHOOL, INC.	9	\$2,195			
LAKELAND DISTRICT	8	\$1,951			
VICTORY CHARTER SCHOOL, INC.	8	\$1,951			
PATHWAYS IN EDUCATION - NAMPA, INC.	8	\$1,951			
WHITE PINE CHARTER SCHOOL, INC.	7	\$1,707			
ISUCCEED VIRTUAL HIGH SCHOOL, INC.	7	\$1,707			
GEM PREP: MERIDIAN, INC.	7	\$1,707			
MEADOWS VALLEY DISTRICT	6	\$1,463			
ROLLING HILLS PUBLIC CHARTER SCHOOL, INC.	6	\$1,463			
GEM PREP: POCATELLO, LLC	6	\$1,463			
IDAHO VIRTUAL HIGH SCHOOL, INC.	Redacted				
FORGE INTERNATIONAL, LLC	Redacted				
CAMAS COUNTY DISTRICT	Redacted				
CHALLIS JOINT DISTRICT	Redacted				
FALCON RIDGE PUBLIC CHARTER SCHOOL, INC.	Redacted				
NORTH VALLEY ACADEMY, INC.	Redacted				
IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL, INC.	Redacted				
SYRINGA MOUNTAIN SCHOOL, INC.	Redacted				
IDAHO COLLEGE AND CAREER READINESS ACADEMY, INC.	Redacted				
PROJECT IMPACT STEM ACADEMY, INC.	Redacted				
ALTURAS PREPARATORY ACADEMY, INC	Redacted				
GRACE JOINT DISTRICT	Redacted				
GEM PREP: ONLINE LLC	Redacted				
GEM PREP: MERIDIAN NORTH, LLC	Redacted				

LEA Name	EL Student Population	State EL Allocation	Title III-A Allocation	Title III-A Immigrant Allocation	State Enhancement Grant
PLUMMER-WORLEY JOINT DISTRICT	Redacted				
BOUNDARY COUNTY DISTRICT	Redacted				
BUTTE COUNTY JOINT DISTRICT	Redacted				
WEST SIDE JOINT DISTRICT	Redacted				
SALMON DISTRICT	Redacted				
KELLOGG JOINT DISTRICT	Redacted				
THE POCATELLO COMMUNITY CHARTER SCHOOL, INC.	Redacted				
DORAL ACADEMY OF IDAHO, INC.	Redacted				
PINECREST ACADEMY OF IDAHO, INC.	Redacted				
CARDINAL ACADEMY INCORPORATED	Redacted				
BEAR LAKE COUNTY DISTRICT	Redacted				
ST MARIES JOINT DISTRICT	Redacted				
BASIN SCHOOL DISTRICT	Redacted				
HORSESHOE BEND SCHOOL DISTRICT	Redacted				
WEST BONNER COUNTY DISTRICT	Redacted				
SODA SPRINGS JOINT DISTRICT	Redacted				
OROFINO JOINT DISTRICT	Redacted				
TROY SCHOOL DISTRICT	Redacted				
LIBERTY CHARTER SCHOOL, INC.	Redacted				
TAYLOR'S CROSSING PUBLIC CHARTER SCHOOL, INC.	Redacted				
PALOUSE PRAIRIE EDUCATIONAL ORGANIZATION, INC.	Redacted				
AMERICAN HERITAGE CHARTER SCHOOL, INC.	Redacted				

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**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

SUBJECT

Professional Standards Commission 2022-2023 Annual Report

REFERENCE

December 2020	Board accepted the Professional Standards Commission 2019-2020 Annual Report	
December 2021	Board accepted the Professional Standards Commission 2020-2021 Annual Report	
December 2022	Board accepted the Professional Standards Commission 2021-2022 Annual Report	

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1208, 33-1251, 33-1252, 33-1253, 33-1254, and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

In 1972, Idaho Legislature established the Professional Standards Commission (PSC). This legislative action combined the Professional Practices Commission, established by the state legislature in 1969, with the Professional Standards Board, an advisory board appointed by the State Board of Education. The PSC consists of 18 constituency members appointed for terms of three years, the membership of which is prescribed in Section 33-1252, Idaho Code:

- Secondary or Elementary Classroom Teacher (5)
- Exceptional Child Teacher (1)
- School Counselor (1)
- Elementary School Principal (1)
- Secondary School Principal (1)
- Special Education Director (1)
- School Superintendent (1)
- School Board Member (1)
- Public Higher Education Faculty Member (2)
- Private Higher Education Faculty Member (1)
- Public Higher Education Letters and Sciences Faculty Member (1)
- State Career & Technical Education Staff Member (1)
- State Department of Education Staff Member (1)

The PSC publishes an annual report following the conclusion of each academic year to inform the State Board of Education of actions taken by the PSC during that year. The 2022-2023 annual report differs from prior years' reports, as the report does not include tables displaying assignment data for each individual alternative authorization issued during the academic year by the State Department of Education. Due to rule and business process changes, the Recruitment, Retention, and Authorizations Committee no longer reviews each individual alternative authorization application.

**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

IMPACT

The PSC makes recommendations to the State Board of Education and renders decisions that provide Idaho with competent, qualified, ethical educators dedicated to rigorous standards, student achievement, and improved professional practice.

ATTACHMENTS

Attachment 1 – PSC 2022-2023 Annual Report

BOARD ACTION

This item is for informational purposes only.

PROFESSIONAL STANDARDS COMMISSION

ANNUAL REPORT

2022-2023



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The 1972 state legislature established the Professional Standards Commission (PSC). This legislative action combined the Professional Practices Commission, established by the state legislature in 1969, with the Professional Standards Board, an advisory board appointed by the State Board of Education. The Commission consists of 18 constituency members appointed or reappointed for terms of three years:

- Secondary or Elementary Classroom Teacher (5)
- Exceptional Child Teacher (1)
- Pupil Service Staff (1)
- Elementary School Principal (1)
- Secondary School Principal (1)
- Special Education Director (1)
- School Superintendent (1)
- School Board Member (1)
- Public Higher Education Faculty Member (2)
- Private Higher Education Faculty Member (1)
- Higher Education Letters and Sciences Faculty Member (1)
- State Career & Technical Education Staff Member (1)
- State Department of Education Staff Member (1)

Additional detail regarding the establishment and membership of the Professional Standards Commission is found in Section 33-1252, Idaho Code.

PSC Vision

The PSC will continue to provide leadership for professional standards and accountability in Idaho's schools. We will handle that responsibility with respect and in a timely fashion. We will nurture positive relationships and collaborative efforts with a wide range of stakeholders. We will be a powerful voice advocating on behalf of Idaho's children.

PSC Mission

The PSC makes recommendations to the State Board of Education and renders decisions that provide Idaho with competent, qualified, ethical educators dedicated to rigorous standards, pre-K-12 student achievement, and improved professional practice.

Statutory Responsibilities of the Professional Standards Commission

The professional standards commission may conduct investigations on any signed allegation of unethical conduct of any teacher brought by:

- An individual with a substantial interest in the matter, except a student in an Idaho public school; or
- A local board of trustees.

Idaho Code §33-1209

The commission shall have authority to adopt recognized professional codes and standards of ethics, conduct and professional practices which shall be applicable to teachers in the public schools of the state, and submit the same to the state board of education for its consideration and approval. Upon their approval by the state board of education, the professional codes and standards shall be published by the board.

Idaho Code §33-1254

The commission may make recommendations to the state board of education in such areas as teacher education, teacher certification and teaching standards, and such recommendations to the state board of education or to boards of trustees of school districts as, in its judgment, will promote improvement of professional practices and competence of the teaching profession of this state, it being the intent of this act to continually improve the quality of education in the public schools of this state.

Idaho Code §33-1258

Professional Standards Commission Membership

During the 2022-2023 academic year, the PSC met five (5) times: September, December, February, April, and June. The following individuals served as members of the PSC:

Name	Agency	Representing
Marianne Sletteland, Chair	Moscow School District #281	Exceptional Child Teachers
Chanel Harming, Vice Chair	Lapwai School District #341	Classroom Teachers
Vanessa Anthony-Stevens	University of Idaho	Public Higher Education
Stephanie Brodwater	Post Falls School District #273	Classroom Teachers
Peter McPherson / Ryan Cantrell	Idaho State Department of Education	Department of Education
Tate Castleton	Homedale School District #370	Elementary School Principals
Kristi Enger	Idaho Career & Technical Education	Career & Technical Education
Angela Gilman	Idaho Falls School District #091	Classroom Teachers
Lance Harrison	Preston School District #201	School Superintendents
Katie Horner	Murtaugh School District #418	Classroom Teachers
Stacey Jensen	Pocatello School District #025	Classroom Teachers
Ramona Lee	West Ada School District #002	Special Education Administrators
Amy McBride	Twin Falls School District #411	Secondary School Principals
Jamee Nixon	Northwest Nazarene University	Colleges of Letters and Sciences
Karen Pyron	Butte County School District #111	School Board Members
MeLissa Rose	Lakeland School District #272	Pupil Service Staff
LoriAnn Sanchez	Northwest Nazarene University	Private Teacher Education
Emma Wood	Idaho State University	Public Teacher Education

The PSC's four standing committees perform specific duties:

1. Operations Committee

- Develop recommendations for future presentations and agenda items to facilitate engagement and professional growth of Commission members.
- Assign PSC work/tasks to committees as appropriate.
- Identify and address short-term needs or special projects.
- Develop an annual Commission budget for approval by the PSC no later than the last meeting of each fiscal year.

2. Executive Committee

- Determine if there is probable cause to pursue discipline against a certificated educator for alleged unethical conduct.
- Review and make recommendations to revise the Code of Ethics for Idaho Professional Educators as needed.
- Examine cases where an educator has voluntarily surrendered their certificate and considers whether to recommend that the PSC find probable cause that the alleged inappropriate conduct occurred.
- Review courses related to disciplinary action remediation.

3. Recruitment, Retention, and Authorizations Committee

- Provide recommendations to the full PSC regarding recruitment and retention strategies/initiatives for consideration by the State Board of Education.
- Research and create Local Education Agency (LEA) resources for recruitment and retention.
- Review and make recommendations to the full PSC regarding alternative authorizations to teach, administrate, or provide pupil personnel services.
- Review and amend processes, procedures, and applications for alternative authorizations.
- Provide recommendations to the full PSC regarding relevant rule changes for consideration by the State Board of Education.

4. Standards Committee

- Provide recommendations to the full PSC regarding preservice educator standards, educator certificates and certification, and endorsement requirements for consideration by the State Board of Education.
- Provide recommendations to the full PSC regarding content, pedagogy, and performance assessments and passing scores for consideration by the State Board of Education.

INFORMATIONAL
DECEMBER 13, 2023 **ATTACHMENT 1**
EXECUTIVE COMMITTEE AND FULL PSC

In accordance with Idaho Code §33-1208 and §33-1209, the PSC has the responsibility for suspending, revoking, issuing letters of reprimand, or placing reasonable conditions on any certificate for educator misconduct. The administrator of the PSC, in conjunction with the deputy attorney general and PSC staff, conducts a review of the written allegation using established guidelines to determine whether to open an investigation or remand the issue to the school district to resolve locally. The Executive Committee considers the allegation(s) and all additional relevant information to determine whether probable cause exists to warrant the filing of an administrative complaint. If probable cause is determined, the Executive Committee recommends disciplinary action to be taken against a certificate. Once an administrative complaint is filed, a hearing may be requested.

During the 2022-2023 academic year, the PSC received 75 written complaints of alleged educator ethical misconduct, of which 44 cases were opened. In addition, 43 cases were closed during the 2022-2023 academic year. Four (4) of the 43 closed cases involved educators who were employed as administrators. The data below represents the 43 closed cases.

2022-2023 Closed Ethics Cases

Case Number	Category of Ethics Violation	Probable Cause Found	Disciplinary Action
22203	Sexual Misconduct with a Student	Yes	Revocation (Permanent)
22204	Sexual Misconduct with a Student	Yes	Revocation (Permanent)
22205	Sexual Misconduct with a Student	Yes	Revocation (Permanent)
22206	Felony (Violent)	Yes	Revocation
22207	Inappropriate Conduct	No	
22208	Theft-Fraud	Yes	Suspension
22211	Breach of Contract	Yes	Suspension
22212	Inappropriate Conduct with Student	Yes	Suspension
22213	Inappropriate Conduct with Student	Yes	Suspension
22214	Inappropriate Conduct with Student	Yes	Revocation
22215	Breach of Contract	Yes	Letter of Reprimand
22216	Inappropriate Conduct with Student	Yes	Letter of Reprimand
22217	Inappropriate Conduct with Student	Yes	Revocation
22218	Inappropriate Conduct with Student	No	
22219	Breach of Contract	No	
22220	Inappropriate Conduct with Student	Yes	Letter of Reprimand
22221	Inappropriate Conduct	Yes	Letter of Reprimand
22222	Substance Abuse	Yes	Suspension
22223	Inappropriate Conduct with Student	Yes	Revocation
22224	Inappropriate Conduct with Student	Yes	Suspension
22225	Inappropriate Conduct with Student	Yes	Letter of Reprimand
22226	Inappropriate Conduct	No	
22227	Breach of Contract	No	
22228	Breach of Contract	No	
Case Number	Category of Ethics Violation	Probable Cause Found	Disciplinary Action
22229	Breach of Contract	No	
22230	Breach of Contract	No	
22231	Breach of Contract	No	
22232	Inappropriate Conduct with Student	No	
22233	Inappropriate Conduct with Student	No	
22234	Inappropriate Conduct with Student	Yes	Revocation

**INFORMATIONAL
DECEMBER 13, 2023**

ATTACHMENT 1

22235	Inappropriate Conduct with Student	No	
22236	Sexual Misconduct NOT with a Student	Yes	Revocation (Permanent)
22242	Inappropriate Conduct with Student	Yes	Suspension
22243	Sexual Misconduct with a Student	Yes	Suspension
22244	Breach of Contract	Yes	Letter of Reprimand
22245	Breach of Contract	Yes	Letter of Reprimand
22300	Inappropriate Conduct	No	
22304	Breach of Contract	Yes	Letter of Reprimand
22306	Theft-Fraud	No	
22308	Breach of Contract	No	
22309	Breach of Contract	No	
22310	Breach of Contract	No	
22312	Breach of contract	No	

2022-2023 Closed Ethics Cases Where Probable Cause Was Found

During the 2022-2023 academic year, the PSC closed and finalized disciplinary action in 25 cases in which probable cause was found.

The following table displays the closed cases which resulted in disciplinary action, by the category of the ethical violation.

Category of Ethics Violation	Number of Cases Closed	Percentage of Cases Closed
Inappropriate Conduct with a Student	11	44%
Breach of Contract	5	20%
Sexual Misconduct with a Student	4	16%
Inappropriate Conduct	1	4%
Theft-Fraud	1	4%
Felony (Violent)	1	4%
Sexual Misconduct Not with a Student	1	4%
Substance Abuse	1	4%
TOTAL	25	100%

The following table displays the type of finalized disciplinary action for each closed case in which probable cause was found.

Type of Disciplinary Action	Number of Cases Closed	Percentage of Cases Closed
Letter of Reprimand	8	32%
Suspension	8	32%
Revocation	5	20%
Revocation (Permanent)	4	16%
TOTAL	25	100%

INFORMATIONAL
DECEMBER 13, 2023
RECRUITMENT, RETENTION, AND
AUTHORIZATIONS COMMITTEE

ATTACHMENT 1

The Recruitment, Retention, and Authorizations (RRA) Committee is no longer responsible for review and recommendation of emergency provisional certificates or approval of alternative authorization applications. Throughout the 2022-2023 year, the RRA committee was provided with information on the number provisional applications submitted to the State Board of Education for consideration and the number of authorizations approved by State Department of Education (SDE) staff. During 2022-2023, 102 alternative authorization applications with unusual circumstances were taken to the RRA committee for review and consideration for approval. The summary of information is provided below along with other actions of the committee.

Emergency Provisional Applications Received by the State Department of Education and Submitted to the State Board of Education for Approval Determination

During the 2022-2023 academic year, SDE staff receipted in and submitted a total of 214 emergency provisional applications to the State Board of Education.

Review and Approval Determination of Alternative Authorizations by SDE Staff

During the 2022-2023 academic year, SDE staff reviewed 965 alternative authorizations, of which 963 were approved and two (2) were not approved:

Alternative Authorization Type	Number Approved	Number Not Approved
Alternative Authorization – Content Specialist	464	2
Alternative Authorization – Teacher to New Certificate	44	0
Alternative Authorization – Teacher to New Endorsement	396	0
Alternative Authorization – Pupil Service Staff	59	0
TOTAL	963	2

Review and Approval Assistance by the RAA Committee of Atypical Alternative Authorization Applications

Of the 965 alternative authorizations applications submitted for approval, the RRA Committee reviewed 102 atypical applications. Of those reviewed:

- Issuance was approved for 73 applications.
- Issuance was not approved for 2 applications.
- More information was requested for approval of 27 applications.

Other Actions

The RRA Committee recommended the Idaho Standards for Educator Preparation Providers to the State Board of Education for approval (joint committee action with Standards Committee).

The Standards Committee is no longer primarily responsible for educator preparation standards reviews, program reviews, and new program proposal reviews.

Content, Pedagogy, and Performance Assessments Recommendations

During the 2022-2023 academic year, the Standards Committee made recommendations to the PSC regarding content, pedagogy, and performance assessments for consideration by the State Board of Education:

- Praxis II assessment and multi-state qualifying score for World language – Russian.
- Removal of the Performance Assessment for Teacher Leaders (PATL) for teacher leader endorsements.
- Praxis II assessment and multi-state qualifying scores for Special Education: Foundational Knowledge and Teaching Reading, Elementary.

Other Actions

The Standards Committee recommended the Idaho Standards for Educator Preparation Providers to the State Board of Education for approval (joint committee action with Recruitment, Retention, and Authorizations Committee).

INFORMATIONAL
DECEMBER 13, 2023 **ATTACHMENT 1**
APPENDIX – FISCAL YEAR 2023 INCOME AND EXPENDITURES

Revenue	Actual
Cert Application Fees	\$ 669,160.00

Personnel	Budget	Actual	Variance
Salaries & Benefits	\$ 506,100.00	\$ 485,461.16	\$ 20,638.84

Expenses	Budget	Actual	Variance
Operating Expenses			
PSC Meeting/Travel/Meals	\$ 30,000.00	\$ 30,152.25	\$ (152.25)
PSC PD & Training	\$ -	\$ -	\$ -
Communication	\$ 15,500.00	\$10,543.56	\$ 4,956.44
Staff Development	\$ -	\$ -	\$ -
Repairs & Maintenance Services and Supplies	\$ 50.00	\$ -	\$ 50.00
Administrative Services	\$ 5,500.00	\$ 5,139.74	\$ 360.26
Computer Services	\$ 250.00	\$ -	\$ 250.00
Staff Travel - NASDTEC Annual Conference	\$ 7,500.00	\$ 1,650.74	\$ 5,849.26
Staff Travel - NASDTEC PPI	\$ 3,500.00	\$ 3,150.00	\$ 350.00
Staff Travel - Other	\$ 500.00		\$ 500.00
Administrative/Office Supplies	\$ 6,500.00	\$ 4,614.73	\$ 1,885.27
Computer Supplies	\$ 500.00	\$ 179.75	\$ 320.25
Insurance	\$ 2,200.00	\$ 492.09	\$ 1,707.91
Rentals & Operating Leases	\$ 12,100.00	\$ 11,386.89	\$ 713.11
Payroll/Accounting	\$ 3,000.00	\$ 2,196.27	\$ 803.73
Committee Work Expenses			
Executive - Investigations/Hearings/Trainings	\$ 4,000.00	\$ 194.54	\$ 3,805.46
Executive - Contract Investigative Services	\$ 5,000.00	\$ -	\$ 5,000.00
Executive - NASDTEC Dues	\$ 4,500.00	\$ 4,500.00	\$ -
Standards - Standard Reviews	\$ -	\$ -	\$ -
Standards - EPP Reviews and Focused Visits	\$ 3,600.00	\$ 3,213.00	\$ 387.00
Standards - CAEP Partnership Dues	\$ 5,250.00	\$ 5,620.00	\$ (370.00)
Capital Expenses			
Computer Equipment	\$ -	\$ 5,557.38	\$ (5,557.38)
Office Equipment	\$ 50.00	\$ 545.26	\$ (495.26)
Total Expenses (Spending Authority)	\$ 109,500.00	\$ 89,136.20	\$ 20,363.80

**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

SUBJECT

2023 K-12 Schools Accreditation Report

REFERENCE

October 2018	Board accepted the 2018 Accreditation Report.
October 2019	Board accepted the 2019 Accreditation Report.
October 2020	Board accepted the 2020 Accreditation Report.
October 2021	Board accepted the 2021 Accreditation Report.
October 2022	Board accepted the 2022 Accreditation Report.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-119, Idaho Code

Idaho Administrative Code, IDAPA 08.02.02.140 – Accreditation

BACKGROUND/DISCUSSION

Pursuant to IDAPA 08.02.02.140, “Accreditation is voluntary for elementary schools, grades K-8, and alternative schools not identified in Subsection 140.02.a. through 140.012.e. of this rule....” Section 33-119, Idaho Code authorizes the Board to establish the accreditation standards. The Board, through administrative rule, requires schools to meet the accreditation standards of the Northwest Accreditation Commission (NWAC), a division of Cognia.

The attached annual accreditation report is submitted to the State Board of Education in accordance with IDAPA 08.02.02.140.05. This report outlines the accreditation status of Idaho’s schools that serve any grade(s) 9-12 as well as those elementary schools, schools serving grades K-8, that voluntarily seek accreditation. Included in the report are private and special purpose schools.

Cognia accredits both individual schools as well as school systems (school district). Once a school becomes accredited, it may have one of two accreditation statuses: “accredited” or “accredited under review.” The accreditation status is based on the performance of a school in areas related to the accreditation standards, policies, assurances, student performance results and stakeholder feedback. Pursuant to Cognia Accreditation and Certification Policies and Procedures, Policy 3.01, institutions that fail to meet a substantial number of Standards or criteria, and have an Index of Quality (IEQ) score in the bottom 5% of reviews administered in the school year and/or documents levels of poor/unsatisfactory performance results are conferred a status of “Accredited Under Review” with monitoring to take place the subsequent year.

All 317 schools or districts included in this report are accredited according to the Cognia standards, policies, and procedures.

**STATE DEPARTMENT OF EDUCATION
DECEMBER 13, 2023**

ATTACHMENTS

Attachment 1 – 2023 Accreditation Summary Report of Idaho Schools

BOARD ACTION

This item is for informational purposes only.

Account Name	District/Authorizer	School Type	City	Accreditation Status	Initial Accreditation Date	Expiration Date
A. B. McDonald Elementary	Moscow School District	Elementary	Moscow	Accredited	7/1/2002	6/30/2025
Aberdeen High	Aberdeen District	High	Aberdeen	Accredited	7/1/1939	6/30/2028
Alturas International Academy	ID Public Charter Commission	Elementary	Idaho Falls	Accredited	6/19/2019	6/30/2025
Alturas Preparatory Academy	ID Public Charter Commission	High	Idaho Falls	Accredited	3/31/2022	6/30/2028
Alzar School	Private	SpPurp - Wldrns	Cascade	Accredited	7/1/2009	6/30/2029
American Falls High	American Falls Joint District	High	American Falls	Accredited	7/1/1920	6/30/2025
American Heritage Charter School	ID Public Charter Commission	Unit	Idaho Falls	Accredited	6/25/2015	6/30/2025
Bear Lake High	Bear Lake County District	High	Montpelier	Accredited	7/1/1930	6/30/2029
Bennett Mountain High	Mountain Home School Dist 193	High	Mountain Home	Accredited	6/25/2015	6/30/2025
Bingham Academy	ID Public Charter Commission	High	Blackfoot	Accredited	6/22/2016	6/30/2027
Bishop Kelly High	Catholic Diocese of Boise	High	Boise	Accredited	7/1/1964	6/30/2024
Black Canyon Alternative High	Emmett Independent District	High	Emmett	Accredited	7/1/2005	6/30/2026
Blackfoot Charter Community	Blackfoot Charter Center	Elementary	Blackfoot	Accredited	6/19/2019	6/30/2024
Blackfoot High	Blackfoot District	High	Blackfoot	Accredited	7/1/1920	6/30/2027
Bliss School	Bliss Joint School District	Unit	Bliss	Accredited	7/1/1976	6/30/2028
Boise Girls Academy	Private	High	Nampa	Accredited	1/22/2015	6/30/2026
Boise High	Boise Independent District	High	Boise	Accredited	7/1/1918	6/30/2024
Boise Online School - Secondary	Boise Independent District	Digital Learning	Boise	Accredited	6/30/2022	6/30/2028
BSU TRIO Upward Bound	Boise State University	High	Boise	Accredited	7/1/2010	6/30/2024
Bonnors Ferry High	Boundary County District	High	Bonnors Ferry	Accredited	7/1/1920	6/30/2025
Bonneville High	Bonneville Joint District	High	Idaho Falls	Accredited	7/1/1934	6/30/2025
Bonneville Online High	Bonneville Joint District	Digital Learning	Idaho Falls	Accredited	7/1/2009	6/30/2029
Borah High	Boise Independent District	High	Boise	Accredited	7/1/1958	6/30/2024
Buhl High	Buhl Joint District	High	Buhl	Accredited	7/1/1920	6/30/2027
Burley Junior High	Cassia County Joint District	Middle	Burley	Accredited	7/1/1979	6/30/2029
Burley Senior High	Cassia County Joint District	High	Burley	Accredited	7/1/1926	6/30/2029
Butte County Middle/High	Butte County Joint District	High	Arco	Accredited	7/1/1951	6/30/2025
Caldwell High	Caldwell District	High	Caldwell	Accredited	7/1/1918	6/30/2024
Camas County High	Camas County District	High	Fairfield	Accredited	7/1/1954	6/30/2027
Cambridge Junior/Senior High	Cambridge Joint District	High	Cambridge	Accredited	7/1/1960	6/30/2026
Camelot Elementary	Lewiston Ind School Dist No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2029
Canyon Ridge High	Twin Falls School District	High	Twin Falls	Accredited	7/1/2009	6/30/2029
Canyon Springs High	Caldwell District	High	Caldwell	Accredited	7/1/2007	6/30/2026
Capital High	Boise Independent District	High	Boise	Accredited	7/1/1965	6/30/2024
Cardinal Academy	ID Public Charter Commission	High	Boise	Accredited	6/28/2023	6/30/2029
Carey School	Blaine County District	Unit	Carey	Accredited	7/1/1946	6/30/2024
Cascade Jr./Sr. High	Cascade District	High	Cascade	Accredited	7/1/1938	6/30/2025
Cassia High	Cassia County Joint District	High	Burley	Accredited	7/1/2007	6/30/2029

Account Name	District/Authorizer	School Type	City	Accreditation Status	Initial Accreditation Date	Expiration Date
Cassia Regional Technical Center	Cassia County Joint District	Career Technical	Burley	Accredited	6/21/2018	6/30/2029
Castleford Public Schools	Castleford District	Unit	Castleford	Accredited	7/1/1951	6/30/2028
Cavendish-Teakean Elementary	Orofino Joint School District 171	Elementary	Lenore	Accredited	6/15/2021	6/30/2026
Centennial Baptist School	Private	Unit	Caldwell	Accredited	10/31/2019	6/30/2025
Centennial Elementary	Lewiston Ind School Dist No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2029
Centennial High	West Ada Joint School	High	Boise	Accredited	7/1/1987	6/30/2027
Central Academy High	West Ada Joint School	High	Meridian	Accredited	7/1/2007	6/30/2026
Central High	Madison School District 321	High	Rexburg	Accredited	6/25/2015	6/30/2025
Century High	Pocatello/Chubbuck District 25	High	Pocatello	Accredited	7/1/1999	6/30/2024
Challis Jr/Sr High	Challis Joint District	High	Challis	Accredited	7/1/1934	6/30/2024
Cherry Gulch	Private	High	Emmett	Accredited	7/1/2006	6/30/2029
Christian Center School	Private	Unit	Hayden	Accredited	3/31/2021	6/30/2025
Clark County Jr/Sr High	Clark County School District	High	Dubois	Accredited	7/1/1973	6/30/2025
Clark Fork Junior Senior High	Lake Pend Oreille District	High	Clark Fork	Accredited	7/1/1972	6/30/2026
Clearwater Valley Jr/Sr High	Mountain View School District	High	Kooskia	Accredited	7/1/2007	6/30/2025
Coeur d' Alene Hockey Academy	Private	High	Coeur d' Alene	Accredited	6/15/2021	6/30/2026
Coeur d'Alene Charter Academy	Coeur D'Alene Charter Academy	High	Coeur D Alene	Accredited	7/1/2007	6/30/2028
Coeur d'Alene High	Coeur D'Alene District	High	Coeur D Alene	Accredited	7/1/1921	6/30/2028
Coeur d'Alene Tribal School	Bureau of Indian Affairs	Elementary	Desmet	Accredited	7/1/2010	6/30/2026
Cole Valley Christian Sch (M/H)	Private	High	Meridian	Accredited	7/1/1995	6/30/2029
Cole Valley Christian Sch (Elem)	Private	Elementary	Boise	Accredited	7/1/1995	6/30/2029
Columbia High	Nampa School District	High	Nampa	Accredited	7/1/2007	6/30/2028
Community School	Private	Unit	Sun Valley	Accredited	11/14/2017	6/30/2025
Compass Academy	Idaho Falls School District 91	High	Idaho Falls	Accredited	6/26/2014	6/30/2025
Compass Public Charter School	Compass Public Charter Sch inc	Unit	Meridian	Accredited	7/1/2007	6/30/2026
CornerStone Christian Academy	Private	Elementary	Post Falls	Accredited	7/1/2007	6/30/2026
Cornerstone High	Valley District	High	Hazelton	Accredited	6/17/2022	6/30/2027
COSSA Academy	Canyon-Owyhee Sch (COSSA)	Career Technical	Wilder	Accredited	7/1/2001	6/30/2025
Council Jr/Sr High	Council District	High	Council	Accredited	7/1/1959	6/30/2025
Culdesac School	Culdesac Joint District	Unit	Culdesac	Accredited	7/1/1934	6/30/2029
Deary School	Whitepine Jt School District	Unit	Deary	Accredited	7/1/1989	6/30/2026
Declo Elementary	Cassia County Joint District	Elementary	Declo	Accredited	6/21/2018	6/30/2029
Declo Jr High	Cassia County Joint District	Middle	Declo	Accredited	6/21/2018	6/30/2029
Declo Sr High	Cassia County Joint District	High	Declo	Accredited	7/1/1954	6/30/2029
Dietrich School	Dietrich District	Unit	Dietrich	Accredited	7/1/1985	6/30/2025
Doral Academy of Idaho	Doral Academy, Inc.	Elementary	Meridian	Accredited	10/30/2020	6/30/2025
Dworshak Elementary	Cassia County Joint District	Elementary	Burley	Accredited	6/21/2018	6/30/2029
Eagle Academy High	West Ada Joint School	High	Eagle	Accredited	7/1/2002	6/30/2027

Account Name	District/Authorizer	School Type	City	Accreditation Status	Initial Accreditation Date	Expiration Date
Eagle High	West Ada Joint School	High	Eagle	Accredited	7/1/1995	6/30/2027
East Junior High	Boise Independent District	Middle	Boise	Accredited	7/1/2007	6/30/2028
Elevate Academy Caldwell	ID Public Charter Commission	High	Caldwell	Accredited	1/28/2021	6/30/2026
Elevate Academy Nampa	ID Public Charter Commission	Elementary	Nampa	Accredited	6/28/2023	6/30/2029
Elevate Academy North	ID Public Charter Commission	High	Post Falls	Accredited	6/28/2023	6/30/2029
Emerson Alternative High	Idaho Falls School District 91	High	Idaho Falls	Accredited	7/1/2005	6/30/2026
Emmett High	Emmett Independent District	High	Emmett	Accredited	7/1/1921	6/30/2025
Empower Connections Academy	ID Public Charter Commission	Digital Learning	Boise	Accredited	6/17/2022	6/30/2027
Fairmont Junior High	Boise Independent District	Middle	Boise	Accredited	7/1/2007	6/30/2028
Falls City Academy	Jerome Joint District	High	Jerome	Accredited	6/28/2023	6/30/2029
Filer High	Filer District	High	Filer	Accredited	7/1/1927	6/30/2027
Firth High	Firth District	High	Firth	Accredited	7/1/1934	6/30/2027
Foothills Sch of Arts and Sciences	Private	Elementary	Boise	Accredited	10/30/2020	8/30/2024
Forge International School	Forge International LLC	Unit	Middleton	Accredited	6/30/2022	6/30/2028
Forrest M. Bird Charter School	Lakeland School District	High	Sandpoint	Accredited	7/1/2008	6/30/2024
Frank Church High	Boise Independent District	High	Boise	Accredited	7/1/2008	6/30/2026
Franklin County High	Preston School District 201	High	Preston	Accredited	7/1/2008	6/30/2028
Fruitland High	Fruitland District	High	Fruitland	Accredited	7/1/1933	6/30/2025
Garden Valley Public School	Garden Valley District	Unit	Garden Valley	Accredited	7/1/1976	6/30/2026
Gem Prep - Pocatello	ID Public Charter Commission	Elementary	Chubbuck	Accredited	10/31/2018	6/30/2024
Gem Prep: Meridian	ID Public Charter Commission	Unit	Meridian	Accredited	6/17/2022	6/30/2028
Gem Prep: Nampa	Nampa School District	Unit	Nampa	Accredited	10/31/2018	6/30/2024
Gem Prep: Online	Whitepine Jt School District	Digital Learning	Deary	Accredited	7/1/2007	6/30/2024
Genesee School	Genesee Joint District	Unit	Genesee	Accredited	7/1/1925	6/30/2024
Genesis Preparatory Academy	Private	Unit	Post Falls	Accredited	7/1/2007	6/30/2025
Glenns Ferry High	Glenns Ferry Joint District	High	Glenns Ferry	Accredited	7/1/1934	6/30/2028
Gooding High	Gooding Joint District	High	Gooding	Accredited	7/1/1920	6/30/2027
Grace Jr/Sr High	Grace Joint District	High	Grace	Accredited	7/1/1933	6/30/2028
Grace Lutheran School	Private	Unit	Pocatello	Accredited	10/29/2015	7/31/2025
Grangeville High	Mountain View School District	High	Grangeville	Accredited	7/1/1990	6/30/2028
Greenleaf Friends Academy	Private	Unit	Greenleaf	Accredited	7/1/1995	6/30/2026
Hagerman School	Hagerman Joint District	Unit	Hagerman	Accredited	7/1/1938	6/30/2025
Hansen Junior/Senior High	Hansen District	High	Hansen	Accredited	7/1/2007	6/30/2027
Heartland High	McCall-Donnelly School District	High	McCall	Accredited	6/22/2016	6/30/2026
Heritage Academy Charter School	ID Public Charter Commission	Elementary	Jerome	Accredited	6/28/2023	6/30/2029
Heritage Community Charter School	ID Public Charter Commission	Elementary	Caldwell	Accredited	6/26/2014	6/30/2025
High Desert High	Shoshone Joint District	High	Shoshone	Accredited	6/18/2012	6/30/2024
Highland School	Highland Joint District	Unit	Craigmont	Accredited	7/1/1960	6/30/2025

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Highland Senior High	Pocatello/Chubbuck District 25	High	Pocatello	Accredited	7/1/1963	6/30/2026
Hillcrest High	Bonneville Joint District	High	Ammon	Accredited	7/1/1993	6/30/2026
Hillside Junior High	Boise Independent District	Middle	Boise	Accredited	7/1/2007	6/30/2028
Homedale High	Homedale Joint District	High	Homedale	Accredited	7/1/1941	6/30/2025
Hope Christian Academy	Private	Unit	Marsing	Accredited	7/1/1992	6/30/2029
Horseshoe Bend Middle/Sr High	Horseshoe Bend School District	High	Horseshoe Bend	Accredited	7/1/2000	6/30/2026
ICON (Idaho Connects Online Sch)	ID Public Charter Commission	Digital Learning	Nampa	Accredited	7/1/2009	6/30/2024
Idaho Arts Charter School	Nampa School District	Unit	Nampa	Accredited	7/1/2007	6/30/2027
Idaho City Middle/High	Basin School District	High	Idaho City	Accredited	7/1/2000	6/30/2025
Idaho Connects Online (Alt)	ID Public Charter Commission	Digital Learning	Boise	Accredited	6/22/2016	6/30/2027
Idaho Digital Learning Academy	IDLA - Idaho Legislature	Digital Learning	Boise	Accredited	7/1/2002	6/30/2026
Idaho Falls High	Idaho Falls School District 91	High	Idaho Falls	Accredited	7/1/1920	6/30/2026
Idaho Fine Arts Academy	West Ada Joint School	High	Eagle	Accredited	7/1/2007	6/30/2025
Idaho Future Ready Academy	Wilder District	Digital Learning	Wilder	Accredited	3/31/2023	6/30/2029
Idaho Home Learning Academy	Oneida County District	Digital Learning	Malad City	Accredited	6/15/2021	6/30/2028
Idaho School for the Deaf and Blind	State Department of Education	Unit	Gooding	Accredited	7/1/1994	6/30/2024
Idaho Science and Tech Charter Sch	ID Public Charter Commission	Elementary	Blackfoot	Accredited	6/22/2016	6/30/2027
Idaho Technical Career Academy	ID Public Charter Commission	Digital Learning	Meridian	Accredited	1/28/2016	6/30/2026
Idaho Virtual Academy	ID Public Charter Commission	Digital Learning	Meridian	Accredited	7/1/2005	6/30/2024
Idaho Youth Challenge Academy	Orofino Joint School District 171	Sp Pur - Tutor	Pierce	Accredited	6/25/2015	6/30/2026
Independence High	Blackfoot District	High	Blackfoot	Accredited	7/1/2004	6/30/2027
Initial Point High	Kuna Joint District	High	Kuna	Accredited	7/1/2009	6/30/2024
Innercept Academy	Private	High	Coeur d'Alene	Accredited	7/1/2006	6/30/2024
Innovate Academy and Prep School	Private	Unit	Eagle	Accredited	6/28/2023	6/30/2029
INSPIRE, Idaho Connections Ac	ID Public Charter Commission	Digital Learning	Boise	Accredited	7/1/2006	6/30/2027
Integrated Interventions	Private	Digital Learning	Hayden	Accredited	3/31/2023	6/30/2029
iSucceed Virtual High	ID Public Charter Commission	Digital Learning	Boise	Accredited	7/1/2008	6/30/2029
J. Russell Elementary	Moscow School District	Elementary	Moscow	Accredited	7/1/2002	6/30/2025
Jefferson High	Jefferson County Jt District	High	Menan	Accredited	7/1/2003	6/30/2026
Jenifer Middle	Lewiston Ind School Dist No. 1	Middle	Lewiston	Accredited	7/1/1989	6/30/2029
Jerome High	Jerome Joint District	High	Jerome	Accredited	7/1/1924	6/30/2026
John V Evans Elementary	Cassia County Joint District	Elementary	Burley	Accredited	3/31/2020	6/30/2029
Juniper Hills - Nampa	Idaho Dep of Juv Corrections	SpPu Adj Students	Nampa	Accredited	7/1/2006	6/30/2026
Juniper Hills High-St. Anthony	Idaho Dep of Juv Corrections	SpPu Adj Students	St. Anthony	Accredited	7/1/1984	6/30/2026
Juniper Hills School - Lewiston	Idaho Dep of Juv Corrections	SpPu Adj Students	Lewiston	Accredited	7/1/2007	6/30/2026
Kamiah High	Kamiah Joint District	High	Kamiah	Accredited	7/1/1941	6/30/2028

Account Name	District/Authorizer	School Type	City	Accreditation Status	Initial Accreditation Date	Expiration Date
Kellogg High	Kellogg Joint District	High	Kellogg	Accredited	7/1/1920	6/30/2027
Kendrick Jr/Sr High	Kendrick Joint School District	High	Kendrick	Accredited	7/1/1997	6/30/2024
Kimberly High	Kimberly District	High	Kimberly	Accredited	7/1/1934	6/30/2028
Kootenai Bridge Academy	ID Public Charter Commission	High	Coeur D Alene	Accredited	7/1/2009	6/3/2029
Kootenai Jr Sr High	Kootenai District	High	Harrison	Accredited	7/1/1985	6/30/2024
Kuna High	Kuna Joint District	High	Kuna	Accredited	7/1/1934	6/30/2024
Lake City High	Coeur D'Alene District	High	Coeur d'Alene	Accredited	7/1/1994	6/30/2028
Lake Pend Oreille High	Lake Pend Oreille District	High	Sandpoint	Accredited	6/18/2012	6/30/2026
Lakeland High	Lakeland School District	High	Rathdrum	Accredited	7/1/1939	6/30/2027
Lakeside High	Plummer-Worley Joint District	High	Plummer	Accredited	7/1/1928	6/30/2028
Lapwai Middle/High	Lapwai School District	High	Lapwai	Accredited	7/1/1934	6/30/2027
Leadore School	South Lemhi District	Unit	Leadore	Accredited	7/1/2007	6/30/2027
Legacy Charter School	ID Public Charter Commission	Elementary	Nampa	Accredited	6/18/2012	6/30/2025
Lena Whitmore Elementary	Moscow School District	Elementary	Moscow	Accredited	7/1/2002	6/30/2025
Les Bois Jr. High	Boise Independent District	Middle	Boise	Accredited	7/1/2007	6/30/2028
Lewiston High	Lewiston Ind School Dist No. 1	High	Lewiston	Accredited	7/1/1920	6/30/2029
Liberty Charter School	ID Public Charter Commission	Unit	Nampa	Accredited	7/1/2002	6/30/2028
Lighthouse Christian School	Private	High	Twin Falls	Accredited	7/1/2006	6/30/2024
Lincoln High	Bonneville Joint District	High	Idaho Falls	Accredited	7/1/2003	6/30/2026
Mackay Junior Senior High	Mackay Joint District	High	Mackay	Accredited	7/1/2007	6/30/2025
Madison High	Madison School District 321	High	Rexburg	Accredited	7/1/1934	6/30/2027
Madison Junior High	Madison School District 321	Middle	Rexburg	Accredited	7/1/2008	6/30/2028
Magic Valley High	Twin Falls School District	High	Twin Falls	Accredited	7/1/2003	6/30/2025
Malad High	Oneida County District	High	Malad	Accredited	7/1/1936	6/30/2025
Marsh Valley High	Marsh Valley Joint District	High	Arimo	Accredited	7/1/1934	6/30/2026
Marsing High	Marsing Joint District	High	Marsing	Accredited	7/1/1970	6/30/2027
McCall-Donnelly High	McCall-Donnelly School District	High	McCall	Accredited	7/1/1946	6/30/2026
McGhee Elementary	Lewiston Ind School Dist No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2029
McSorley Elementary	Lewiston Ind School Dist No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2029
Meadows Valley School	Meadows Valley District	Unit	New Meadows	Accredited	7/1/1973	6/30/2029
Melba Middle/High	Melba Joint District	High	Melba	Accredited	7/1/1941	6/30/2026
Meridian Academy High	West Ada Joint School	High	Meridian	Accredited	7/1/2003	6/30/2025
Meridian Medical Arts Charter	West Ada Joint School	High	Meridian	Accredited	7/1/2005	6/30/2027
Meridian Senior High	West Ada Joint School	High	Meridian	Accredited	7/1/1934	6/30/2027
Meridian Technical Charter High	West Ada Joint School	High	Meridian	Accredited	7/1/2000	6/30/2027
Middleton Academy	Middleton School District	High	Middleton	Accredited	6/18/2012	6/30/2024
Middleton High	Middleton School District	High	Middleton	Accredited	7/1/1967	6/30/2024
Midvale School	Midvale District	Unit	Midvale	Accredited	7/1/1945	6/30/2025

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Mini-Cassia Online Learning Ac	Cassia County Joint District	Digital Learning	Burley	Accredited	10/30/2020	6/30/2029
Minico High	Minidoka County Joint District	High	Rupert	Accredited	7/1/1929	6/30/2025
Moscow High	Moscow School District	High	Moscow	Accredited	7/1/1920	6/30/2025
Moscow Middle	Moscow School District	Middle	Moscow	Accredited	7/1/1974	6/30/2025
Mountain Home High	Mountain Home School Dist 193	High	Mountain Home	Accredited	7/1/1923	6/30/2026
Mountain View Alternative High	Lakeland School District	High	Rathdrum	Accredited	7/1/2007	6/30/2027
Mountain View Elementary	Cassia County Joint District	Elementary	Burley	Accredited	6/21/2018	6/30/2029
Mountain View High	West Ada Joint School	High	Meridian	Accredited	7/1/2005	6/30/2029
Mt. Harrison Junior/Senior High	Minidoka County Joint District	High	Heyburn	Accredited	7/1/2007	6/30/2028
Mullan School	Mullan District	Unit	Mullan	Accredited	7/1/1922	6/30/2024
Murtaugh Schools	Murtaugh Joint District	Unit	Murtaugh	Accredited	7/1/1958	6/30/2026
Nampa Christian Schools, Inc.	Private	Unit	Nampa	Accredited	7/1/1984	6/30/2025
Nampa High	Nampa School District	High	Nampa	Accredited	7/1/1920	6/30/2026
Nampa Online Virtual Academy	Nampa School District	Digital Learning	Nampa	Accredited	6/30/2022	6/30/2027
New Horizon High	Pocatello/Chubbuck District 25	High	Pocatello	Accredited	7/1/2007	6/30/2027
New Plymouth High	New Plymouth District	High	New Plymouth	Accredited	7/1/1950	6/30/2025
New Vision High	Post Falls School District	High	Post Falls	Accredited	6/26/2014	6/30/2024
Nezperce School	Nezperce Joint District	Unit	Nez Perce	Accredited	7/1/1938	6/30/2029
North Fremont Jr/Sr High	Fremont County Joint District	High	Ashton	Accredited	7/1/1931	6/30/2028
North Gem Senior High	North Gem District	High	Bancroft	Accredited	7/1/1942	6/30/2026
North Idaho Christian School	Private	Unit	Hayden	Accredited	6/25/2015	6/30/2025
North Idaho Stem Charter Academy	ID Public Charter Commission	Unit	Rathdrum	Accredited	6/25/2015	6/30/2025
North Junior High	Boise Independent District	Middle	Boise	Accredited	7/1/2007	6/30/2028
North Star Charter School	ID Public Charter Commission	Unit	Eagle	Accredited	7/1/2007	6/30/2025
North Valley Academy	ID Public Charter Commission	Unit	Gooding	Accredited	7/1/2008	6/30/2028
NW Children's Home Ed Center	ID Dep of Health and Welfare	SpPur Adj Youth	Lewiston	Accredited	7/1/1981	6/30/2027
Notus Jr/Sr High	Notus District	High	Notus	Accredited	7/1/2002	6/30/2024
Oakley Elementary	Cassia County Joint District	Elementary	Oakley	Accredited	6/21/2018	6/30/2029
Oakley Jr/Sr High	Cassia County Joint District	High	Oakley	Accredited	7/1/1948	6/30/2029
Orchards Elementary	Lewiston Ind School Dist No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2029
Orofino Elementary	Orofino Joint School Dist 171	Elementary	Orofino	Accredited	6/15/2021	6/30/2026
Orofino High	Orofino Joint School Dist 171	High	Orofino	Accredited	7/1/1934	6/30/2026
Owyhee High	West Ada Joint School	High	Meridian	Accredited	6/28/2023	6/30/2029
Paradise Creek Regional High	Moscow School District	High	Moscow	Accredited	7/1/2007	6/30/2025
Parma High	Parma District	High	Parma	Accredited	7/1/1934	6/30/2026
Pathways in Education Nampa	Pathways Management Group	High	Nampa	Accredited	3/28/2018	6/30/2028
Payette High	Payette Joint District	High	Payette	Accredited	7/1/1921	6/30/2028
Payette River Reg Tech Academy	Emmett Independent District	Career Technical	Emmett	Accredited	7/1/2009	6/30/2024

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Peck Elementary	Orofino Joint School Dist 171	Elementary	Peck	Accredited	6/15/2021	6/30/2026
Pocatello High	Pocatello/Chubbuck District 25	High	Pocatello	Accredited	7/1/1918	6/30/2024
Post Falls High	Post Falls School District	High	Post Falls	Accredited	7/1/1934	6/30/2027
Potlatch Jr/Sr High	Potlatch School District 285	High	Potlatch	Accredited	7/1/1934	6/30/2028
Prairie Jr/Sr High	Cottonwood Joint District	High	Cottonwood	Accredited	7/1/1934	6/30/2029
Preston High	Preston School District 201	High	Preston	Accredited	7/1/1935	6/30/2028
Priest River-Lamanna High	West Bonner County District	High	Priest River	Accredited	7/1/1942	6/30/2027
Project Impact STEM Academy	ID Public Charter Commission	Unit	Kuna	Accredited	3/31/2021	6/30/2027
Raft River Elementary	Cassia County Joint District	Elementary	Malta	Accredited	6/21/2018	6/30/2029
Raft River Jr/Sr High	Cassia County Joint District	High	Malta	Accredited	7/1/1960	6/30/2029
Rebound School of Opportunity	West Ada Joint School	High	Meridian	Accredited	6/22/2016	6/30/2026
Renaissance High	West Ada Joint School	High	Meridian	Accredited	7/1/2010	6/30/2029
Richard McKenna Charter High	ID Public Charter Commission	High	Mountain Home	Accredited	7/1/2000	6/30/2024
Richfield School	Richfield District	Unit	Richfield	Accredited	7/1/1988	6/30/2026
Ridgevue High	Vallivue School District	High	Nampa	Accredited	6/20/2017	6/30/2027
Rigby High	Jefferson County Jt District	High	Rigby	Accredited	7/1/1937	6/30/2024
Rimrock Jr/Sr High	Bruneau-Grand View Jt Dist	High	Bruneau	Accredited	7/1/1980	6/30/2027
Ririe Jr/Sr High	Ririe Joint School District 252	High	Ririe	Accredited	7/1/1945	6/30/2027
RISE Charter School	Kimberly District	Elementary	Kimberly	Accredited	6/28/2023	6/30/2029
Riverglen Junior High	Boise Independent District	Middle	Boise	Accredited	7/1/2007	6/30/2028
Riverstone International School	Private	Unit	Boise	Accredited	7/1/2001	8/30/2030
Robert Janss School	ID Department of Corrections	Sp P Adj Students	Boise	Accredited	7/1/1984	6/30/2028
Rockland Public School	Rockland District	Unit	Rockland	Accredited	7/1/2007	6/30/2027
Rocky Mountain High	West Ada Joint School	High	Meridian	Accredited	7/1/2008	6/30/2027
Sacajawea Middle	Lewiston Ind School Dist No. 1	Middle	Lewiston	Accredited	7/1/1989	6/30/2029
Sage International School of Boise	ID Public Charter Commission	Unit	Boise	Accredited	6/22/2013	6/30/2029
Salmon Jr.-Sr. High	Salmon District	High	Salmon	Accredited	7/1/1931	6/30/2028
Salmon River High	Salmon River Joint School Dist	High	Riggins	Accredited	7/1/2007	6/30/2027
Sandpoint High	Lake Pend Oreille District	High	Sandpoint	Accredited	9/1/1920	6/30/2025
Shelley High	Shelley Joint District	High	Shelley	Accredited	7/1/1935	6/30/2025
Shoshone High	Shoshone Joint District	High	Shoshone	Accredited	7/1/1929	6/30/2024
Shoshone-Bannock Jr./Sr. High	Bureau of Indian Affairs	High	Pocatello	Accredited	7/1/1984	6/30/2024
Silver Creek High	Blaine County District	High	Hailey	Accredited	7/1/2010	6/30/2024
Skyline High	Idaho Falls School District 91	High	Idaho Falls	Accredited	7/1/1966	6/30/2026
Skyview High	Nampa School District	High	Nampa	Accredited	7/1/1997	6/30/2027
Snake River High	Snake River District	High	Blackfoot	Accredited	7/1/1934	6/30/2025
Snake River Opportunities High	Snake River District	Digital Learning	Blackfoot	Accredited	6/30/2022	6/30/2028
Soda Springs High	Soda Springs Joint District	High	Soda Springs	Accredited	7/1/1933	6/30/2029

Account Name	District/Authorizer	School Type	City	Accreditation Status	Initial Accreditation Date	Expiration Date
South Fremont High	Fremont County Joint District	High	St. Anthony	Accredited	7/1/1928	6/30/2028
South Junior High	Boise Independent District	Middle	Boise	Accredited	7/1/2007	6/30/2028
St. John Bosco Academy	Private	Unit	Cottonwood	Accredited	7/1/2007	6/30/2027
St. Maries High	St Maries Joint District	High	St Maries	Accredited	7/1/1921	6/30/2025
Sugar-Salem High	Sugar-Salem District 322	High	Sugar City	Accredited	7/1/1936	6/30/2024
Sugar-Salem Junior High	Sugar-Salem District 322	Middle	Sugar City	Accredited	6/26/2014	6/30/2024
Sugar-Salem Online	Sugar-Salem District 322	Digital Learning	Sugar City	Accredited	3/31/2023	6/30/2029
Tammany Alternative Center	Lewiston Ind School Dist No. 1	High	Lewiston	Accredited	6/25/2015	6/30/2029
Taylor's Crossing Charter School	ID Public Charter Commission	Unit	Idaho Falls	Accredited	7/1/2007	6/30/2028
Technical Careers High	Bonneville Joint District	Career Technical	Idaho Falls	Accredited	6/26/2014	6/30/2024
Teton High	Teton County District	High	Driggs	Accredited	7/1/1997	6/30/2024
Teton Middle	Teton County District	Middle	Driggs	Accredited	7/1/1997	6/30/2024
The North Fork School	Private	High	McCall	Accredited	7/1/2001	6/30/2025
Thomas Jefferson Charter School	ID Public Charter Commission	Unit	Caldwell	Accredited	7/1/2007	6/30/2028
Thunder Ridge High	Bonneville Joint District	High	Idaho Falls	Accredited	6/19/2019	6/30/2025
Timberlake Senior High	Lakeland School District	High	Spirit Lake	Accredited	7/1/1998	6/30/2027
Timberline Elementary	Orofino Joint School Dist 171	Elementary	Weippe	Accredited	6/15/2021	6/30/2026
Timberline High	Boise Independent District	High	Boise	Accredited	7/1/1998	6/30/2024
Timberline High	Orofino Joint School Dist 171	High	Weippe	Accredited	7/1/1970	6/30/2026
Troy School	Troy School District	Unit	Troy	Accredited	7/1/1934	6/30/2026
Turning Winds Academic Institute	Private	High	Troy	Accredited	7/1/2007	6/30/2026
Twin Falls Christian Academy	Private	Unit	Twin Falls	Accredited	6/22/2016	6/30/2025
Twin Falls High	Twin Falls School District	High	Twin Falls	Accredited	7/1/1918	6/30/2027
Union High	Nampa School District	High	Nampa	Accredited	7/1/2007	6/30/2027
Valley High	Valley District	High	Hazelton	Accredited	7/1/1928	6/30/2026
Valley View Alternative High	Sugar-Salem District 322	High	Sugar City	Accredited	10/31/2018	6/30/2024
Vallivue Academy	Vallivue School District	High	Caldwell	Accredited	7/1/2008	6/30/2027
Vallivue High	Vallivue School District	High	Caldwell	Accredited	7/1/1963	6/30/2027
Venture High	Coeur D'Alene District	High	Coeur d'Alene	Accredited	7/1/2007	6/30/2028
Victory Charter School	ID Public Charter Commission	Unit	Nampa	Accredited	7/1/2008	6/30/2028
Virtual School House	West Ada Joint School	Digital Learning	Meridian	Accredited	6/15/2021	6/30/2026
Vision Charter School	Vision Charter School Inc.	Unit	Caldwell	Accredited	7/1/2010	6/30/2029
Wakapa Academy	Buhl Joint District	High	Buhl	Accredited	6/28/2023	6/30/2029
Wallace Jr./Sr. High	Wallace School District 393	High	Wallace	Accredited	7/1/1920	6/30/2029
Watersprings School	Private	High	Idaho Falls	Accredited	7/1/2010	6/30/2026
Webster Elementary	Lewiston Ind School Dist No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2029
Weiser High	Weiser School District	High	Weiser	Accredited	7/1/1920	6/30/2024
Wendell High	Wendell District	High	Wendell	Accredited	7/1/1934	6/30/2025

Account Name	District/Authorizer	School Type	City	Accreditation Status	Initial Accreditation Date	Expiration Date
West Jefferson High	West Jefferson District	High	Terreton	Accredited	7/1/1967	6/30/2026
West Junior High	Boise Independent District	Middle	Boise	Accredited	7/1/2007	6/30/2028
West Park Elementary	Moscow School District	Elementary	Moscow	Accredited	7/1/2002	6/30/2025
West Side High	West Side Joint District	High	Dayton	Accredited	7/1/1968	6/30/2024
White Pine Charter School	ID Public Charter Commission	Unit	Ammon	Accredited	6/28/2023	6/30/2029
White Pine Elementary	Cassia County Joint District	Elementary	Burley	Accredited	6/21/2018	6/30/2029
Whitman Elementary	Lewiston Indt School Dist No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2029
Wilder High	Wilder District	High	Wilder	Accredited	7/1/1939	6/30/2025
Wood River High	Blaine County District	High	Hailey	Accredited	7/1/1941	6/30/2026
Xavier Charter School	ID Public Charter Commission	Unit	Twin Falls	Accredited	7/1/2008	6/30/2029

Account Name	District/Authorizer	School Type	City	Accreditation Status	Initial Accreditation Date	Expiration Date
Systems Accredited Districts						
Cassia County Joint District	Cassia County Joint District		Burley	Accredited	6/21/2018	6/30/2029
Idaho Department of Juvenile Corrections	State Department of Corrections		Boise	Accredited	6/15/2021	6/30/2026
Lewiston Independent School District No. 1	Lewiston Independent School District		Lewiston	Accredited	6/20/2017	6/30/2029
Moscow School District	Moscow School District		Moscow	Accredited	6/25/2015	6/30/2025
Orofino Joint School District 171	Orofino Joint School District		Orofino	Accredited	6/15/2021	6/30/2026

Accredited School by Category	Public / Charter	Private / Agency	Total
High/Career Technical	174	9	183
Middle	16	0	16
Elementary	33	3	36
Unit (K-12)	38	13	51
Digital	18	1	19
Supplementary	0	0	0
Special Purpose (Adjudicated, Tutoring, Wildress)	6	1	7
Early Childhood	0	0	0
District	5	0	5
Total	290	27	317

WORKSESSION
DECEMBER 13, 2023

TAB	DESCRIPTION	ACTION
A	IRSA - OPEN EDUCATION IN IDAHO	Information Item
B	PPGA - STRATEGIC PLAN AND PERFORMANCE MEASURES REVISION RECOMMENDATION	Information Item

**WORK SESSION
DECEMBER 13, 2023**

SUBJECT

Work Session: Open Education in Idaho

REFERENCE

April 2021	The Board approved the first reading of proposed amendments to Board Policy III.U., Instructional Material Access and Affordability. Amendments outlined general and institution-specific expectations for how Idaho colleges and universities manage the cost and availability of required textbooks and other course materials.
June 2021	The Board approved the second reading of proposed amendments to Board Policy III.U., Instructional Material Access and Affordability.
December 2022	The Board received a report on institutional and statewide initiatives related to open education in support of the implementation of Board Policy III.U.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Board envisions a student-centered education system that creates opportunities for all Idahoans to improve their quality of life. To achieve this vision, the Board prioritizes access to educational opportunities for all, regardless of geography or socioeconomic status. Increasing access to, and affordability, of instructional materials in higher education is a critical part of accomplishing this vision.

Board policy positions institutional support and recognition of Open Educational Resources (OER) as a key element of institutions' instructional materials access and affordability plans. Policy III.U. defines several required elements that must be included in institutional plans for course materials and identifies several optional elements that institutions may consider including. The policy also requires institutions to submit their plans to the Board office and provide annual reports related to implementation and outcomes.

The four-year institutions submitted initial plans in summer 2022 and reported on progress toward implementation in June 2023. While not required to develop or submit plans under policy III.U., the community colleges electively adopted these requirements in response to the \$1M in funding provided by the Legislature in FY2022 to support Project Z Degree. With this funding, the colleges have developed pathways that allow students to complete an associate degree while paying zero or very low instructional material cost.

Over the past three years, the Board office has conducted a statewide survey of faculty to better understand their course-level efforts to increase access and affordability via instructional material choices. Survey questions also assess

**WORK SESSION
DECEMBER 13, 2023**

faculty awareness, practices, and perceptions related to OER. Only faculty who taught courses with reliably no or very low instructional material costs were asked to complete the survey.

In 2024, the community colleges are requesting \$400K in ongoing funding from the Legislature to continue and expand the Project Z Degree initiative. The Board office is requesting an additional \$100K in ongoing funding to support open education initiatives across all institutions. These requests are aimed at further supporting institutional and statewide efforts related to OER and instructional materials access and affordability,

IMPACT

The new requirements in Board Policy III.U led all eight institutions to establish clear strategic plans for increasing access to and affordability of instructional materials. Reports indicate how each institution has faithfully implemented policy III.U. and how changes in process and practice have yielded positive results for students.

The community colleges have submitted their initial reports on the impact of Project Z Degree implementation. Collectively, the colleges have developed 11 degree pathways, comprised of 290 courses. Across these courses, 5,779 students have saved a conservatively estimated \$664,284 over the past year. The colleges estimate an additional \$325,000 in savings in Spring 2024 semester alone. These savings will continue and likely increase from semester to semester, representing a significant return on investment of public funds.

The OER Faculty Survey results show that faculty awareness of OER continues to grow, that an increasing number of faculty have adopted OER, and that the purpose and promise of OER-related practices are regarded as useful for sustainably accommodating student financial needs.

ATTACHMENTS

Attachment 1 – Open Education in Idaho Presentation

Attachment 2 – 2023 Reports on Institutional Plans to Increase Instructional Materials Access and Affordability

STAFF COMMENTS AND RECOMMENDATIONS

Board staff intend to present an update on open education efforts in Idaho higher education to the Senate Education and House Education Committees during the upcoming legislative session.

The purpose of this work session is threefold:

1. Update the Board on progress related to open education in Idaho, in connection with the Board's goal of increasing access and affordability of higher education for all Idahoans.

**WORK SESSION
DECEMBER 13, 2023**

2. Apprise the Board of funding requests related to open education going to the Legislature in the upcoming session.
3. Request input from Board members regarding the nature and scope of Board staff presentations of outcomes to the Legislature.

BOARD ACTION

This item is for informational purposes.



Open Education in Idaho

December 13, 2023

Purposes of this Work Session

- ⇒ Update the Board on progress related to Open Education in Idaho
- ⇒ Apprise the Board of funding requests related to open education going to the Legislature
- ⇒ Request input from the Board on staff presentations about open education to the Legislature and metrics for future reporting

1.

Board Policy III.U.

Instructional Materials Access and Affordability

Instructional Materials Access and Affordability Plans

- ⇒ Required Elements
 - Resources and support for faculty to ensure accessibility of materials
 - Institutional policies and strategies to minimizing material costs and promote OER
 - Professional Development for faculty in OER
 - Course marking processes for some courses
 - Strategies for using OER in common-indexed courses (gen-ed)

Instructional Materials Access and Affordability Plans

⇒ Optional Elements

- Course marking process for all courses
- Strategies for using OER in beyond gen-ed
- Institutional policies that encourage faculty to be intentional in material selection
- Inclusion of access and affordability efforts in Tenure & Promotion processes

Instructional Materials Access and Affordability Plans

⇒ Highlights from 2023 Reports

- Development of systematic course-marking plans
- Establishment of institution-wide committees to steer plans
- Building of ZC and VLC pathways (Project Z Degree)
- Significant increases in faculty support
- Implementation of new institution-level policies
- Data collection
- Creation of OER libraries
- Identification of high ROI courses
- Myth-busting efforts related to open education and pedagogy

2.

Project Z-Degree

Implementation Update and Outlook

Project Z Degree Results

- ⇒ Total investment.....**\$330K (of \$1M)**
- ⇒ Z Degree Pathways developed... **11**
- ⇒ Number of courses impacted..... **290**
- ⇒ Number of students impacted.... **5,779**
- ⇒ Total savings in year one..... **\$664K**
- ⇒ Spring '24 projected savings.....**\$325K**

3.

Annual Faculty Survey

2021–2023 Findings

Year-Over-Year

	'21	'22	'23
⇒ Faculty responses.....	445	334	499
⇒ Assigned online materials.....	92%	77%	80%
⇒ Assigned OER.....	38%	33%	37%
⇒ Have explored OER/P*	77%	57%	64%
⇒ Could pursue OER/P*	81%	62%	72%
⇒ Estimated students taught.....	~20k	~25k	~98k

*Open educational resources/practices

4.

OER-Related Funding Requests

Community College and OSBE Budgets

Funding Requests for OER

- ⇒ Community Colleges - \$400K
 - Ongoing support for Project Z Degree
- ⇒ OSBE - \$100K
 - Strategic support for Ill.U implementation

4. Legislative Presentations

Input from the Board

Legislative Presentations on OER

- ⇒ What messages about access, affordability and open education efforts would the Board like staff to present to the education committees of the Legislature?

Boise State University: Affordable Learning Initiative Action Plan

Academic Year 2023 - 2024

AFFORDABLE LEARNING MATERIALS COMMITTEE MEMBERS

- Amy Vecchione, co-chair (Assistant Director of Research and Innovation, eCampus Center)
- Daniel Sanford, co-chair (Director, Center for Teaching & Learning)
- Leslie Madsen (Associate Director, Center for Teaching & Learning)
- Mandy Nelson (Registrar, Office of the Registrar)
- Michelle Armstrong (Associate Dean, Albertsons Library)
- Michal Jarolimek (Associate Director, Bronco Shop)
- Kalista Barkley (Student)
- Melanie Figueroa Zavala (Student)
- Sarah Smith (Student)

EXECUTIVE SUMMARY

The Idaho State Board of Education policy on affordable learning materials was revised in 2021. The State Board of Education Policy III. U, Instructional Material Access and Affordability requires postsecondary institutions to develop an affordable learning plan, and make progress toward achieving the plan's goals in support of access and affordability of learning materials.

Boise State University developed a plan in response to this new policy. The Boise State plan attempts to meet these guiding principles: that students come first; that we as a campus are committed to affordability, access, and accessibility of learning materials for all; and that academic freedom of instructors is essential. What follows below is contextual information and a multi-year Affordable Learning Initiative Action Plan for Boise State University.

INSTITUTIONAL PROCESS

In response to this policy, Boise State University convened individuals from units responsible for supporting affordable learning and Open Education Resources (OER) at Boise State. The Affordable Learning Committee is composed of representatives from Albertsons Library, The Bronco Shop (the Boise State Bookstore), the Center for Teaching and Learning, eCampus Center, the Office of the Registrar, and student representatives. This committee meets 1-2 times each month to discuss action items from this plan and to contribute to the action items.

The Faculty Affairs Coordinating Council (FACC) sends a survey through the Office of the Provost and Institutional Effectiveness annually in fall. This survey is distributed to all faculty and captures the numbers of faculty adopting, using, modifying, and creating OER in their courses. The Bronco Shop

collects data from instructors regarding materials costs. The data collected will inform course marking and training needs.

This plan includes all of the required elements of the Policy (specified by III U 2 a). Below you will find eight action items with sub tasks, departments responsible, and deadline. Please also note there is an addenda attachment correlating the Idaho State Board Policy III U sections to the plan and vice versa.

ACTION ITEMS

Action Item 1: Appoint Affordable Learning Committee

A steering committee and a charter has been formed. In addition, a larger group of individuals has formed to offer feedback and complete work. This group will be reappointed annually.

- ❖ **Complete by:** Completed
- ❖ **Who's responsible or accountable?** Committee members

Action Item 2: Collect Data

Utilizing the Faculty Affairs Coordinating Council survey administered via the Provost's office and Institutional Effectiveness, capture data about who is using OER in their work, creating OER in their courses, and listing OER as a textbook for each course. Direct instructors and departments to add information to the Bronco Shop textbook adoption forms. Collect information about practices by the department about textbook materials.

- ❖ **Complete by:** each Fall semester (FACC), every semester (confirmation form & Bronco Shop)
- ❖ **Who's responsible or accountable?** Institutional Effectiveness, eCampus Center, Committee members, Bronco Shop, Provost's Office

Action Item 3: Develop systematic course marking plan

There are two parts to this action item still to do and one completed.

- Pilot course marking by adding a designation to the identified group of classes and programs that intentionally use zero cost and very low cost materials in program and course design. Document and improve the course making process including making it visible for students.
 - ❖ **Complete by:** July 2023, then semesterly
 - ❖ **Who's responsible or accountable?** Committee members, Registrar, Bronco Shop, Faculty, Faculty Senate, Student representatives
- Identify and evaluate courses that use zero cost or very low cost materials in their courses. The committee will evaluate and validate the list.
 - ❖ **Complete by:** Ongoing
 - ❖ **Who's responsible or accountable?** Bronco Shop, Registrar, Faculty
- Ensure automatic charges are course marked and visible in schedule of classes including labs, materials, live proctoring, and inclusive access fees
 - ❖ **Complete by:** Completed
 - ❖ **Who's responsible or accountable?** Committee members

Action Item 4: Policy Updates

There are several policy updates that need to be drafted.

- Create, then pilot, OER peer review processes and update appropriate faculty policies to support faculty adoption of open pedagogy practices.
 - ❖ **Complete by:** draft by May 2024
 - ❖ **Who's responsible or accountable?** Committee members
- Accessibility policy in revision process by University IT Accessibility Committee
 - ❖ **Complete by:** draft by December 2024
 - ❖ **Who's responsible or accountable?** Committee members
- Create and make suggested revisions for policies in adopting OER and reducing the costs of textbook materials in their courses. Identify rubric for evaluating OER work in line with the Boyer Model of Scholarship. Using the Boyer model and the Boise State University tenure and promotion guidelines, faculty who use and create OER should be able to present their work in tenure and promotion.
 - ❖ **Complete by:** drafts by May 2024
 - ❖ **Who's responsible or accountable?** Committee members
- Make suggestions and revisions to appropriate policy owners.
 - ❖ **Complete by:** May 2024
 - ❖ **Who's responsible or accountable?** Committee members, eCampus Center, Educational Access Center (EAC), Center for Teaching and Learning (CTL), eCampus Center, Faculty Senate and/or faculty members with support from the Provost's Office

Action Item 5: Develop comprehensive training and support for instructors

There are four aspects to this action item.

- Collect a list of the services available to instructors
- Albertsons Library, Center for Teaching and Learning, and eCampus Center will develop training processes for instructors.
- Learning Technology Solutions will provide Pressbooks support.
- Generate and brainstorm a list of workshops that need to be offered, such as OER and artificial intelligence.
 - ❖ **Complete by:** July 2023, ongoing, three times each year
 - ❖ **Who's responsible or accountable?** Albertsons Library, Center for Teaching and Learning, eCampus Center, Learning Technologies Solutions

Action Item 6: Communication and promotion of services and open education

Implement a multipart communication plan:

- Update website with current services
- Communicate and market services and opportunities
- Share out information via the Boise State Update
- Prioritize sharing stories about OER use
- Send direct information to students about course marking
- Offer education to leadership about OER and affordable learning with respect to academic freedom and quality

- ❖ **Complete by:** December 2023, then ongoing
- ❖ **Who's responsible or accountable?** Albertsons Library, eCampus Center, Committee Members

Action Item 7: Textbook and Material Adoption Process & Accessibility

There are two parts to this plan.

- Provide support and resources to help faculty textbook adoption process to ensure all materials are accessible and relevant
 - The Center for Teaching and Learning will complete an accessibility manual for instructors.
 - eCampus Center will continue to offer consultations
 - A subgroup of the University IT Accessibility Committee and the FACC will propose faculty development
- ❖ **Complete by:** December 2023, then ongoing
- ❖ **Who's responsible or accountable?** Bookstore, EAC, Library, eCampus Center, Faculty
- Develop understanding of department level contributions and use of institutional textbook adoption process
 - ❖ **Complete by:** August 2023, then ongoing
 - ❖ **Who's responsible or accountable:** eCampus Center, Faculty, Bronco Shop

Action Item 8: Implement strategies to reduce cost of textbooks and materials

- Explore additional innovative strategies with an analysis to feasibility and impact including, but not limited to the following:
 - Albertsons Library providing affordable materials by license to allow for courses to have access to the eBooks and online courses
 - Consider alternatives to inclusive access or traditional buying for items that cannot be licensed via the library subscriptions such as Scribd or other services and what that process for SARB would be
 - Inclusive access
 - Consultations provided by Albertsons Library, Center for Teaching and Learning, eCampus Center
 - Identify high enrollment courses or faculty interested courses and advocate for OER, OpenStax, Lumen Learning, library eBook, or inclusive access practices
 - Identify innovative practices to reduce the costs of textbooks and materials
 - Identify the feasibility of equitable access
- ❖ **Complete by:** May 2024
- ❖ **Who's responsible or accountable:** Committee members

Boise State University: Annual Report, Instructional Materials Access and Affordability

Academic Year 2023 - 2024

EXECUTIVE SUMMARY

In academic year 2022/2023, Boise State University engaged significantly with State Board of Education Policy III. U, requiring postsecondary institutions to develop an affordable learning plan, and make progress toward achieving the plan's goals in support of access and affordability of learning materials. This work has been both structural, putting systems and processes in place to move smoothly forward in the years, and substantive, moving the university meaningfully towards the goal of increased affordability and access for our students.

ACTIVITIES OF AY 22/23

The sections below align with the action items identified in our Affordable Learning Initiative Action Plan, which is attached.

Action Item 1: Appoint Affordable Learning Materials Committee

In 2021/2022, the university formed a task force to develop a plan in response to Policy III. U. In 2022/2023, this large group was re-formed as a smaller group to move implementation forward. This group, the Learning Materials Steering Committee, involves broad representation from across the university from units that have a role in affordable learning materials and open educational resources. In addition, the committee invited 3 student representatives to provide a student perspective on all aspects of the work of the committee. These students began attending regularly in the Spring '23 semester, and will continue to do so in future meetings (with new students invited in as committee member graduate):

- Amy Vecchione, co-chair (Assistant Director of Research and Innovation, eCampus Center)
- Daniel Sanford, co-chair (Director, Center for Teaching & Learning)
- Leslie Madsen (Associate Director, Center for Teaching & Learning)
- Mandy Nelson (Registrar, Office of the Registrar)
- Michelle Armstrong (Associate Dean, Albertsons Library)
- Michal Jarolimek (Associate Director, Bronco Shop)
- Kalista Barkley (Student)
- Melanie Figueroa Zavala (Student)
- Sarah Smith (Student)

The committee has been charged by Provost John Buckwalter to implement and update the university's plan for affordable learning materials, with the following charter:

The Affordable Learning Materials Steering Committee will coordinate and collaborate to organize actions and develop strategy to reduce the overall materials costs for students in their courses. This Steering Committee will collect those strategies to report regarding the Idaho State Board of Education Policy III U.

The group will:

- Provide updated plans and reports to the Provost's Office in fulfillment of the requirements of the State Board policies
- Increase student success and engagement through affordable and accessible ALM/OER materials
- Implement, through trial and testing with the Registrar's office, a course-marking system that makes it clear to students which courses reliably utilize zero- and very low-cost learning materials.
- Implement a plan, including responsibilities, outcomes, goals, and dates, for making the use of Open Education Resource (OER) materials more accessible & widespread at Boise State university.
- Implement other avenues (e.g., grant programs, faculty development) to make ALM and OER more widespread and equitably accessed at Boise State University
- Explore additional strategies other affordable textbook solutions (e.g.) institutional licenses for affordable textbooks
- Facilitate collaboration among the university's many student, staff, and faculty stakeholders in ALM and OER.
- Propose structures for implementing the plan developed by the committee, including both accountability from partners and future organizational structures.
- Increase student success and engagement by establishing key metrics.
- Encourage use of open pedagogy
- Advocate for and implement structures to make faculty work of OER visible, recognized, and fairly compensated
- Create a network of peer reviewers for OER utilizing a rubric

Action Item 2: Collect Data

The committee completed two important steps this year in gathering data essential for moving forward with the implementation of our Instructional Materials Access and Affordability plan. First, we gathered information from the faculty (through our annual Faculty Development Needs survey, to which we added additional questions) on the existing state of awareness of open educational resources and affordable learning materials at Boise State University. This survey yielded the information that, among 580 responding faculty:

- 13.19% *have used* OER in their courses.
- 13.54% *currently use* zero cost materials in their courses.
- 15.63% *currently offer* courses that use low cost materials.
- 4.17% *would like to create* OER for their courses.
- 5.56% *have created* OER for their courses.

The committee has also gathered relevant data from the Bronco Shop (the Boise State bookstore) on faculty adoption of affordable learning materials. The Bronco Shop collects course material adoptions

from all faculty and academic departments at Boise State University, including adoptions of OER materials and courses that are marked as NRT (No Required Text). This data (which is annually compiled into a spreadsheet that includes all active sections for any given term, and is shared with Albertsons Library and the Educational Access Center) includes course designation, assigned faculty, book titles, ISBNs, publishers, and available estimated prices. These data will be used to inform both the pilot and permanent plan for course marking (see Action Item 3).

Action Item 3: Develop a Systematic Course Marking Plan

The Steering Committee has put in place a pilot for marking the Boise State class schedule (the online system that students use to review and register for classes) with information on zero- and low-cost courses. We have identified the technology and capabilities that we will use in implementing a course marking system through PeopleSoft, and gathered the necessary information for the pilot with a survey of targeted departments that have been a part of the university's push towards more affordable learning materials.

The pilot, which will be unveiled for students in the Spring 2024 course catalog, will contain accurate information for a subset of Boise State University courses on their status as zero- or low-cost course sections. Students will be able to identify sections that they can be confident fall into one of these categories, and make selections accordingly. In this pilot, students will have information on 50+ sections that we have identified, in an initial review, as zero- or -low cost.

During the course marking pilot, we will be testing:

- our course annotation system in PeopleSoft
- our processes for identifying zero- or low-cost course sections
- our processes for reviewing the status of these courses so that information in the catalog is fully accurate
- the student experience of identifying and selecting zero- and low-cost course sections

Courses utilizing inclusive access models and fees are currently reflected in the student scheduling software PeopleSoft at the point of registration.

The results of this pilot will inform a more comprehensive rollout in academic year 2024/2025.

Action Item 4: Identify Policy Updates

In AY 22/23, the committee identified our preliminary priorities for policy updates which will be vetted with the faculty and other groups in upcoming years. These are:

- Clearly articulate the role of OER in the tenure and promotion process for faculty.
- Update policy 9200 (which establishes “policy defining the operations, functions, and responsibilities of the Boise State University Bronco Shop”) with accountability options regarding instructor responsibilities for faculty on providing accurate and timely updates on course materials.

These priorities have been developed in conversation with the Office of the Provost, and have centered around the shared goals of aligning OER within the Boyer Model for scholarship, and to modernize the tenure and promotion process to honor work in the area of making learning affordable for students.

Action Item 5: Develop Comprehensive Training and Support for Instructors

In academic year 2022/2023, the committee completed a survey of all of the existing services (faculty development, informational resources, technology, hands-on support, information) that currently exist to support instructors in the use of affordable learning materials and open educational resources. Based on these findings, the task force has identified current gaps that we have used to inform the action plan, as well as the goal of facilitating greater coordination between existing units, and clearer delineation for individual units regarding their roles with respect to providing services. eCampus Center began offering the Open Education Development Series in spring 2023.

Action Item 6: Communication and Promotion of Services and Open Pedagogy

A robust affordable learning materials website is now in place (<https://www.boisestate.edu/oer/>); in the year ahead we will work to update this site as we implement more resources and support.

Action Item 7: Textbook and Material Adoption Process

The committee coordinated with the University IT Accessibility Committee, setting benchmarks for university-wide standardization of accessibility in course materials and beginning a discussion on accessibility in the creation of OER materials. The committee also met with the AI in Education Taskforce to discuss the potential for Generative AI to play a role in the development of OER materials, and the need for the development of standards and guidelines for doing so ethically).

Action Item 8: Implement Strategies to Reduce Costs of Textbooks and Materials

The committee has worked with participating units to develop clear strategies for reducing costs to students. Proceeding from these discussions, Albertsons Library has developed processes for reducing costs to students that will be implemented within their annual budget process. In particular, the Library will use Bronco Shop data (see Action Item 2) to identify textbooks that the library can license ebooks of. Additionally, the Library will provide access to streaming videos, used by classes across campus, which will educate students on low-cost options for accessing course materials.

UPDATE ON INSTITUTIONAL PLAN

Significant changes have been made to our (attached) institutional plan. Specifically, we have 1) Reorganized it to clarify action items, 2) Developed a more clear timeline for implementation, 3) Identified individuals responsible for implementation of specific aspects of plan, and 4) Identified on-going and semesterly tasks. These changes have been made with the goal of making implementation more straightforward.

Action Items Table

Idaho State Board of Education Policy III U Required Elements Aligned to Action Plan

<i>Policy Element</i>	<i>Required Element</i>	<i>Party Responsible</i>	<i>Action Item(s)</i>
2 a i	Resources and support to help faculty ensure all instructional materials are relevant and accessible for all students, especially students who require learning accommodations or additional modes of delivery (e.g. a print version of a digital textbook, internet access, etc.)	Committee members, eCampus Center, Educational Access Center (EAC), Center for Teaching and Learning (CTL), eCampus Center, Faculty Senate and/or faculty members with support from the Provost's Office	4, 7
2 a ii	Policies and/or strategies that minimize the cost of instructional materials for students while maintaining the quality of education, the academic freedom and responsibility of faculty and students, and the recognition that the average cost of instructional materials is higher in certain disciplines, and some disciplines require higher cost materials which are used over multiple terms or throughout an entire program	Committee members, eCampus Center, Educational Access Center (EAC), Center for Teaching and Learning (CTL), eCampus Center, Faculty Senate and/or faculty members with support from the Provost's Office	4
2 a iii	Professional development opportunities for faculty and staff related to the discovery, adoption, and use of OER and other affordable instructional materials	Albertsons Library, Center for Teaching and Learning, eCampus Center	5
2 a iv	Strategies to support faculty adoption, adaption, and/or use of OER and other affordable instructional materials	Albertsons Library, Center for Teaching and Learning, eCampus Center	5
2 a v	Programs, incentive structures, or other strategies to encourage and support faculty to publicly share OER developed for their own courses.	Albertsons Library, Center for Teaching and Learning, eCampus Center	5
2 a vi	Course marking processes at the time of course schedule releases that indicate the cost of instructional materials in course sections that are reliably zero cost or very low cost, as defined in this policy	Registrar, Bookstore, Institutional Effectiveness, eCampus Center, Committee members, Bronco Shop, Provost's Office	2, 3
2 a vii	Course marking processes at the time of course schedule releases that indicate course sections that reliably require the purchase of, including an automatic charge for, any access codes for instructional materials	Registrar, Bookstore	2, 3
2 a viii	Strategies with measurable goals for improving and using readily available and relevant OER or other very low cost instructional materials in common-indexed courses as articulated in Board Policy III.N.6.b., including dual credit courses.	Committee members	2, 8

Action Plan Numbers Aligned to Idaho State Board of Education Policy III U

Action Plan Number	Action Item and Brief Description	Deadline	Responsible Party	IdSBOE Policy III U Section
1	Appoint Affordable Learning Committee	complete	Steering Committee	2 b v
2	Collect data	annually fall	Institutional Effectiveness, Faculty Affairs Coordinating Council, eCampus Center, Committee members, Bronco Shop	2 a viii
3	Course Marking Pilot	July 2023	Bronco Shop, Registrar, Committee Members	2 a vi
3	Course Marking Comprehensive Plan	each semester	Bronco Shop, Registrar, Committee Members	2 a vi
3	Make course marking more visible	December 2023	Student representatives and Registrar	2 a vi
3	Course Marking automatic charge	Complete	Bronco Shop, Registrar	2 a vii
4	Policy updates	May 2024	Committee members, eCampus Center, Educational Access Center (EAC), Center for Teaching and Learning (CTL), eCampus Center, Faculty Senate and/or faculty members with support from the Provost's Office	2 a ii
5	Develop comprehensive training and support for instructors	July 2023, then once per semester	Committee members, Albertsons Library, Center for Teaching & Learning, eCampus Center	2 a iii
6	Communication and promotion of services and open education	December 2023, then once per semester	Albertsons Library, eCampus Center, Committee Members	2 b v
5	Offer programs and incentives for instructors	April 2023, then ongoing	eCampus Center, Albertsons Library, Center for Teaching and Learning	2 a v
7	Textbook and material adoption process and accessibility	December 2023	Faculty Senate	2 a i
8	Implement strategies to reduce cost of textbooks and materials	May 2024	Committee members, Albertsons Library, Center for Teaching and Learning, eCampus Center	2 a iv

**LEARNING RESOURCE AFFORDABILITY PLAN*
COLLEGE OF EASTERN IDAHO
8-17-2022**

Introduction

The cost of textbooks has been a longstanding barrier to student access and affordability. According to the Educational Data Initiative website:

- In 2021 students spent an average of \$1420 at public two-year colleges.
- Research shows that many students will also avoid buying textbooks, if at all possible.
- In 2020, 19% of students indicated material costs of a class influence what course they take.

As reported by faculty members and those in student affairs, students attending the College of Eastern Idaho sometimes forego obtaining the textbook altogether and attempt to make it through the course without necessary materials. First-generation students may not even be aware that they are required to purchase textbooks and not know the high costs and variability of textbook selection and adoption. Many students attend the first week of classes without textbooks and quickly fall behind.

While national data indicate that the total cost of textbooks has declined since 2016, it remains a barrier. The College of Eastern Idaho is committed to a mitigation of textbook and/or learning resource costs with the end goal of adding several “zero added textbook cost degrees,” where students secure their learning resources as a function of their course registration. This will have the effects of:

- Student relief from additional costs of textbooks and other learning resources so there are no “added cost” surprises
- Students will have access to their resources on day one of the course and be fully equipped to succeed
- Equitable access to designated courses/pathways in the schedule, rather than searching for a course with the lowest textbook cost
- Improved access to higher education and student success

While CEI is not subject [to Idaho State Board of Education Policy III.U. Instructional Material Access and Affordability](#), which provides the universities guidance and sets expectations, the College has made the commitment to adhere as best it can to the policy in good faith.

Current activity

In Spring 2022, CEI’s Office of the Vice President of Academic & Student Affairs requested the formation of a committee with the express purpose of determining how best to gradually move toward the ultimate goal of creating a Zero Cost Textbook Degree pathway. Two employees were selected to co-chair the committee, including a faculty member and an instructional designer with a deep background in OER materials. The committee, made up of faculty and staff members, has made great progress towards the creation of the degree pathway. The pathway for an Associate of Arts and an Associate of Science has been created. All classes have been identified in an Associate of Arts and Associate of Science Degree that fall within the zero-cost textbook pathway. The committee has worked with the office of the registrar to mark the courses a student would take to obtain an AA or AS degree while expending zero cost towards textbooks.

This analysis not only creates a snapshot of current faculty commitments to keeping costs low but creates a goal or target for the total cost of the initiative. The following are some of the strategies needed to accomplish this goal.

- Faculty dedication and commitment to sensitivity around textbook costs
- Continued deployment of inclusive access
- Use of the CEI Library as a resource
- Institutional support
- Minimal course fees in lieu of textbook purchases
- Development and adoption of open education resources (OER)

The College is participating in a community college statewide OER initiative (Project Z-Degree), which provided \$1 million to be split across the four community colleges, to support this effort over the next few years. However, textbook adoption and selection remains a primary role of faculty, and the institution fully supports this academic freedom rights.

Plan

According to policy III.U. the institutional plan is to consist of the following elements at a minimum. For each of the elements, institutional comment is provided.

- *Resources and support to help faculty ensure all instructional materials are relevant and accessible for all students, especially students who require learning accommodations or additional modes of delivery (e.g. a print version of a digital textbook, internet access, etc.).*
 - This is accomplished through institutional program review, outcomes assessment, and textbook adoption processes, along with input from the Student Disability Services.
 - CEI often has loaner copies of digital books in print form. Students can obtain these resources through the library or through other departments like the Center for New Directions.
- *Policies and/or strategies that minimize the cost of instructional materials for students while maintaining the quality of education, the academic freedom and responsibility of faculty and students, and the recognition that the average cost of instructional materials is higher in certain disciplines, and some disciplines require higher cost materials which are used over multiple terms or throughout an entire program.*
 - As stated earlier, the CEI faculty have made these commitments as an inherent function of their positions. However, during the process of textbook adoption and selection review, the College will undertake to reasonably create parameters around selection that are consistent with the language in the policy.
- *Professional development opportunities for faculty and staff related to the discovery, adoption, and use of OER and other affordable instructional materials.*
 - Will be accomplished through the deployment of Project Z-Degree (the community college OER project).
- *Strategies to support faculty adoption, adaption, and/or use of OER and other affordable instructional materials.*
 - Deans and Department Chairs will work with faculty to ensure faculty have the resources and development they need to feel comfortable adopting low cost materials.

- CEI has the Z-Degree compensation levels to assist faculty in switching to these options.
- *Programs, incentive structures, or other strategies to encourage and support faculty to publicly share OER developed for their own courses.*
 - A function of Project Z-Degree including significant collaboration between institutions. In the CEI Z-Degree documentation, faculty have the option to indicate if they would like to share their resources with other instructors and/or institutions.
- *Course marking processes at the time of course schedule releases that indicate the cost of instructional materials in course sections that are reliably zero cost or very low cost, as defined in this policy.*
 - Course marking has been deployed and we continue to work with the registrar's office to keep the list accurate as new courses are added.
- *Strategies with measurable goals for improving and using readily available and relevant OER or other very low-cost instructional materials in common-indexed courses as articulated in Board Policy III.N.6.b., including dual credit courses.*
 - This will be a component of the plans cited above in the first two bullet points as well as those set forth in the conditions of Project Z-Degree, e.g. a zero textbook cost major developed at each Idaho community college.

* Adapted from College of Southern Idaho's Plan



OFFICE OF THE PROVOST

Instruction and Academic Affairs

ANNUAL SBOE REPORT | TEXTBOOK AFFORDABILITY

6.13.2023

Original plan elements and progress report

As per the instructions provided by the Office of the State Board, the following are actionable items from the College of Southern Idaho plan as originally written. The currently requested progress report appears in bold text.

- *Resources and support to help faculty ensure all instructional materials are relevant and accessible for all students, especially students who require learning accommodations or additional modes of delivery (e.g. a print version of a digital textbook, internet access, etc.).*
 - This is accomplished through institutional program review, outcomes assessment, and textbook adoption processes, along with support from and in consultation with the Student Disability Services unit and the Teaching and Learning Center. A review of current textbook adoption processes across departments and programs is planned for the Spring 2022 semester.
 - **Significant progress has been made in terms of faculty support. The co-chair of the internal textbook affordability workgroup is now a member of the *Teaching and Learning Center* which provides course design assistance to faculty including the adoption of low and zero cost learning resources. The CSI Library has added a staff person whose primary role is supporting faculty in identification, adapting, adopting, or creating course content in conjunction with Project Z-Degree. All content is considered for accessibility. The CSI Board of Trustees approved a new Textbook Adoption Policy that outlines priorities for text selection including quality and cost. The policy was largely authored by the CSI Faculty with administrative guidance and is attached for SBOE information**
- *Policies and/or strategies that minimize the cost of instructional materials for students while maintaining the quality of education, the academic freedom and responsibility of faculty and students, and the recognition that the average cost of instructional materials is higher in certain disciplines, and some disciplines require higher cost materials which are used over multiple terms or throughout an entire program.*
 - As stated earlier, the CSI faculty have made these commitments as an inherent function of their positions. However, during the process of textbook adoption and selection review, the College will undertake to create reasonable parameters around selection that are consistent with the language in the policy.
 - The College will commit to the creation of institutional textbook selection policy.
 - **As noted above, the CSI Trustees have approved a new adoption policy primarily written by CSI Faculty. Independent of the policy, CSI faculty have significantly**

reduced textbook costs. Over the past five years, overall cost for new textbooks has been reduced by at least 50%. (see other data below)

- *Professional development opportunities for faculty and staff related to the discovery, adoption, and use of OER and other affordable instructional materials.*
 - Will be accomplished through the deployment of Project Z-Degree (the community college OER project) as well as through the Teaching and Learning Center, library, and other instructional support services.
 - **Project Z Degree has provided significant resources for faculty stipends as well as professional development efforts. The staff positions mentioned above alongside the CSI Project Z Degree point of contact provide tremendous support for faculty. The primary barrier for participation is a lack of time, although we are optimistic that much work will be completed over this summer in support of a significant impact for Fall 2023 based on textbook requisition data.**
- *Strategies to support faculty adoption, adaption, and/or use of OER and other affordable instructional materials.*
 - See the first and second bullets above
 - **In addition to the references and progress noted above, consistent messaging from the President, Provost, and academic leaders have provided prompts and expectations for faculty. The new policy reinforces that expectation. There are no plans to incentivize participation in the pursuit of lower textbook costs, although CSI will soon employ course marking that will likely influence faculty to participate more fully in seeking OER and other low cost resources.**
- *Programs, incentive structures, or other strategies to encourage and support faculty to publicly share OER developed for their own courses.*
 - This is a function of Project Z-Degree including significant collaboration between institutions.
 - **CSI has participated significantly in the creation of a repository of OER for statewide GEM courses. This activity was led by CSI Library employee Reed Hepler in conjunction with the Network of Idaho Academic Libraries OER Standing Group. .**
 - **The Pressbooks catalog is another avenue for sharing and CSI has also contributed to this inventory of resources with adoption by others out of state.**
 - **No changes and no expected efforts to *incentivize* sharing, although this is an expectation. At the Fall 2023 inservice the Office of the Provost will sponsor an OER Showcase with faculty describing their experiences in adoption of their learning resources and sharing with their colleagues.**
- *Course marking processes at the time of course schedule releases that indicate the cost of instructional materials in course sections that are reliably zero cost or very low cost, as defined in this policy.*
 - Course marking will be deployed as soon as possible, although it is important to point out that CSI is adopting a new Student Information System which may cause a delay.
 - **Pending. The new SIS is behind schedule, but should be fully operational in summer 2024.**

- *Strategies with measurable goals for improving and using readily available and relevant OER or other very low cost instructional materials in common-indexed courses as articulated in Board Policy III.N.6.b., including dual credit courses.*
 - This will be a component of the plans cited above in the first two bullet points as well as those set forth in the conditions of Project Z-Degree, e.g. a zero textbook cost major developed at each Idaho community college.
 - **CSI is on track for zero textbook cost degrees in General Studies and Education by Fall 2024. This requires that the General Education core is available via zero textbook costs, but also requires that the particular sections of those GEM courses are clearly identified in various ways (while all GEM courses have a section available with zero cost, not all *sections* employ them). Emphasis is definitely being placed on courses offered as dual credit in order to better support high school students and school districts.**
 - **CSI will continue to contribute to the repository for OER in support of statewide GEM courses created by The Network of Idaho Academic Libraries OER Standing Group.**

Related points of interest

Program review

Instructional deans have recently completed the analysis of program review processes and noted the significant increase in mention of textbook and learning resource adoption in support of program quality and affordability. This is a clear indication that momentum is growing, and progress will continue.

Data

Of greatest import moving forward is the establishment of clear standards for data and data collection. The attached charts show the tremendous progress being made but is based almost entirely on the former textbook requisition process and bookstore purchasing data. These data do not typically indicate what specific resources have been selected, but only if requisition has occurred through the bookstore¹. This results in data that are likely under-reporting the use of alternative (especially zero cost) resources. Over the next year CSI will establish a clear methodology to ensure that we have reliable and consistent data regarding the precise cost of learning resources.

The data do provide a glimpse into the good work that the CSI Faculty have been doing in supporting lower cost resources:

- New and used textbook costs overall have been reduced by nearly half over the past five years.
- Zero textbook cost sections have increased by 49.5% since Fall 2020 and 11.2% since last fall.
- Total bookstore requisitions (indicating zero cost sections) have decreased by 24.5% from Fall 2020 and nearly 20% since last fall.
- Known OER sections have increased 44% over Spring 2023 (due largely in part to Project Z Degree).

¹ The plan has not yet been vetted by CSI constituent groups and should thus be considered a draft plan. A final version will be made available upon adoption.

Faculty interest and participation

CSI Faculty have been remarkable in their efforts to lower costs and provide excellent learning resources. It should be noted that the progress indicated by the data happened without any formal prompts or policy, just the consistent expression of expectations.

Next steps

- Build on the progress to date and remain vigilant. Idaho Launch may be a prompt for less attention to cost of attendance, but the current momentum must continue.
- Data collection procedures require attention and correction to ensure proper documentation of progress, especially the identification of OER and other zero cost options that do not appear in bookstore data.
- Course marking procedures identified and implemented in new SIS.
- CSI remains committed to the goal of becoming a zero added textbook cost institution and are making progress in that pursuit.

CSI Plan Updates

- The unofficial updated CSI III.U. plan and data report slide deck are attached.



OFFICE OF THE PROVOST

Instruction and Academic Affairs

LEARNING RESOURCE AFFORDABILITY PLAN (DRAFT)

6.13.2023

While CSI is not legally subject [to Idaho State Board of Education Policy III.U. Instructional Material Access and Affordability](#), which provides the universities guidance and sets expectations, the College has made the commitment to adhere as best it can to the policy in good faith, including the specific requirements set forth therein.

Plan

According to policy III.U. the institutional plan is to consist of the following elements at a minimum. For each of the elements, institutional comment is provided.

- *Resources and support to help faculty ensure all instructional materials are relevant and accessible for all students, especially students who require learning accommodations or additional modes of delivery (e.g. a print version of a digital textbook, internet access, etc.).*
 - This is accomplished through institutional program review, outcomes assessment, and textbook adoption processes, along with support from and in consultation with the Student Disability Services unit, the Teaching and Learning Center (TLC), and the CSI Library. The newly approved Textbook Adoption Policy will require a refinement of the actual adoption process by faculty/departments.
- *Policies and/or strategies that minimize the cost of instructional materials for students while maintaining the quality of education, the academic freedom and responsibility of faculty and students, and the recognition that the average cost of instructional materials is higher in certain disciplines, and some disciplines require higher cost materials which are used over multiple terms or throughout an entire program.*
 - Policy and procedure refinement, together with data definition, collection, and reporting are all planned for the coming academic year.
- *Professional development opportunities for faculty and staff related to the discovery, adoption, and use of OER and other affordable instructional materials.*
 - Will be accomplished through the continued deployment of Project Z-Degree (the community college OER project) as well as through the Teaching and Learning Center, library, and other instructional support services.
 - Fall 2023 Inservice will include a Faculty Showcase of OER and other zero cost material adoptions and implementations.
- *Strategies to support faculty adoption, adaption, and/or use of OER and other affordable instructional materials.*
 - See above
- *Programs, incentive structures, or other strategies to encourage and support faculty to publicly share OER developed for their own courses.*

- This is a function of Project Z-Degree including significant collaboration between institutions. There are no current plans to incentivize, but to set expectations for the application of best practice.
- *Course marking processes at the time of course schedule releases that indicate the cost of instructional materials in course sections that are reliably zero cost or very low cost, as defined in this policy.*
 - Course marking will be deployed as soon as possible, although it is important to point out that CSI is adopting a new Student Information System which will likely be fully deployed in summer 2024.
- *Strategies with measurable goals for improving and using readily available and relevant OER or other very low cost instructional materials in common-indexed courses as articulated in Board Policy III.N.6.b., including dual credit courses.*
 - CSI is on track for zero textbook cost degrees in General Studies and Education by Fall 2024. This requires that the General Education core is available via zero textbook costs, but also requires that the particular sections of those GEM courses are clearly identified in various ways (while all GEM courses have a section available with zero cost, not all sections employ them). Emphasis is being placed on dual credit in order to better support high school students and school districts.
 - Measurable institutional goals will be set in conjunction with data definitions to ensure that progress is properly and reliably documented and communicated.



Textbook and Learning Resource Adoption

Policy number:

Last revised and approved: 00.00.0000

[Click here to enter](#)

Effective date: text.

Last reviewed:

Purpose

The College of Southern Idaho recognizes that the rising cost of textbooks must be addressed to maintain access and affordability for CSI students. This policy is being implemented to balance textbook and learning resource costs with quality pedagogy, as well as providing consistency and clarity to adoption procedures throughout the College.

Idaho Code §33-2109 vests textbook adoption responsibility with the CSI Community College District Board of Trustees. This policy serves to clarify for the Trustees how that responsibility is delegated to the Faculty with oversight by the Office of the Provost. In no way does this policy circumvent or supersede the explicitly stated powers of the Trustees with regard to textbook adoption but balances that responsibility with the need for academic freedom and the role of Faculty in textbook selection. This policy provides guidance from the Trustees to the Faculty by setting expectations and parameters desired by the Trustees.

Definitions

Inclusive Access A textbook sales model that adds the cost of digital course content onto the students' account along with their tuition and fees. This also allows students to have day one access to their course materials through the Learning Management System. Oftentimes, a course that requires a physical copy of a book can participate in the Inclusive Access program and work with the bookstore to obtain physical resources as required. Another name for the inclusive access model is automatic charge.

Open Educational Resources (OER)

Learning, teaching and research materials in any format and medium that reside in the public domain or are under copyright that have been released under an open license, that permit no-cost access, re-use, re-purpose, adaptation and redistribution by others.¹

Learning Resource

Any required or recommended content support for use in a particular course, including but not limited to textbooks, periodicals, learning management support systems, safety equipment, and tools. May be consumable or non-consumable materials.

¹ Definition from UNESCO website

I. Policy

A. Academic Freedom

1. Textbooks are identified and recommended by individual faculty members subject to approval by the Department Chair. This practice is consistent with CSI policy regarding academic freedom, accreditation standards, and current case law and allows faculty to make individualized choices regarding pedagogy.

B. Textbook Adoption Guidelines

1. Faculty are expected to minimize the cost of textbooks and other course materials for students while maintaining the quality of education and academic freedom.
2. Faculty members ensure that a significant portion of each assigned textbook will be used in the course. Textbooks and supplements that are not heavily used in a course should be listed as optional.
3. Faculty should carefully consider the content of new versus existing editions of textbooks. Publishers must disclose substantial content revisions made between the current edition of the textbook and previous editions. If the new version does not contain enough substantial changes to warrant changing, faculty may consider staying with an older edition. It is acknowledged that in many cases older editions are not easily obtained and new editions must be adopted.
4. Faculty are encouraged to consider using lower-cost alternatives to new hard-bound textbooks, such as loose-leaf or custom bundles.
5. If a Faculty member is using a physical book in a course, they are encouraged to have a copy placed in the reserve section of the Library for student use.
6. The content in the course resources should be current and relevant.

C. Resources to Consider

1. The intent of the policy is to provide controls for the total cost of education while balancing the need for the best available learning resources. Therefore, consideration shall be given to textbooks and other resources in the following order of priority:
 - a) Zero cost resources
 - (1) No required text or freely available materials as designated by the instructor
 - (2) Open Educational Resources (OER)
 - b) Low and very low cost resources
 - (1) Inclusive access
 - (2) Textbooks and other resources meeting the threshold for low and very low cost (see II.D. below)
 - c) Other learning resources
 - (1) Textbooks and/or materials that do not meet the zero cost, very low cost, or low cost thresholds (see II.D. below).

Portions of this policy have been adapted from the policies at other institutions, including University of Maryland Baltimore, Idaho State University, and Harford Community College

2. In all cases, the final selection/recommendation must also consider the specific value and support for the students' success. Requiring a specific text or other learning resource must include reflective course design and consideration for the optimal student experience. The Teaching and Learning Center (TLC) staff is available to assist and advise regarding course design to support any learning resource.

II. Procedures

A. Process for Textbook Adoption and Deadlines

1. All textbook requisitions must be done through the bookstore textbook requisition website
 - a) The website has all courses sorted by department and course section.
 - b) The instructor of record shall be responsible for submitting the textbook requisition. In some cases, a departmental committee selects texts, but individual faculty must still submit individual requisitions.
 - c) Department Chair should ensure that all courses taught by adjuncts have textbook requisitions submitted.
 - d) Requisitions must note all materials on the requisition website—including OER, No Text, Inclusive Access, other required texts, and consumable and non-consumable materials. The goal is for students to have no surprises on the 1st day of class, so all materials must be noted.
2. Once a faculty member has submitted a textbook requisition, it is then forwarded to the assigned Department Chair for approval.
3. If the Department Chair declines the selected materials, the requisition is sent back to the instructor with explanations. The faculty member is then required to submit a new textbook requisition for approval by the Department Chair or begin dialogue regarding the declined requisition to obtain approval.
4. By submitting the textbook requisition, a faculty member acknowledges that they have considered all the above-outlined guidelines and are prepared to describe their decision logic to the Chair
5. All textbook orders are due 2-3 weeks before registration opens for both the Fall and Spring semesters. Deadlines are sent in an email to Faculty and Department Chairs from the Bookstore. This allows time for the bookstore to verify purchase prices and update any course markings as needed. Faculty are encouraged to submit the textbook requisitions before the deadline to allow ample time for the bookstore to obtain the best pricing.
6. Once prices are verified by the bookstore, they are posted and available to view on the bookstore website www.bookstore.csi.edu upon registration date for students to view before registering for courses.

B. Open Educational Resources Process

1. Support is available on campus for those Faculty members who are interested in using OER in their courses. There is a member of the library staff who specializes in OER resources.

Portions of this policy have been adapted from the policies at other institutions, including University of Maryland Baltimore, Idaho State University, and Harford Community College

C. Billing Practices

1. Automatic charge fees (also known as inclusive Access) are billed directly to student accounts unless they opt out within the published deadlines. Deadlines are provided to the student on both the bookstore website and several emails prior to the start of the semester.
2. Upon approval from the Office of the Provost, academic departments may charge a course fee to students to cover the costs of textbooks and materials. In certain cases it may also be appropriate to charge a program fee for learning resources. Program fees must be approved by the Board of Trustees.
3. A course fee may be charged to courses that are using OER. The funds will be used for future resource refinement and maintenance purposes.
4. Through a combination of various funding sources, the College will make every effort to continue to reduce and theoretically eliminate any added learning resource costs for students not included in tuition and fees.

D. Course Markings

1. All course sections in the registration system will be marked in the following manner in alignment with the definitions provided by the Idaho State Board of Education Policy III.U
 - a) Zero cost means a total materials list price of \$0
 - b) Very low cost means a total materials list price of \$1 to \$30
 - c) Low cost means a total materials list price of \$31 to \$50



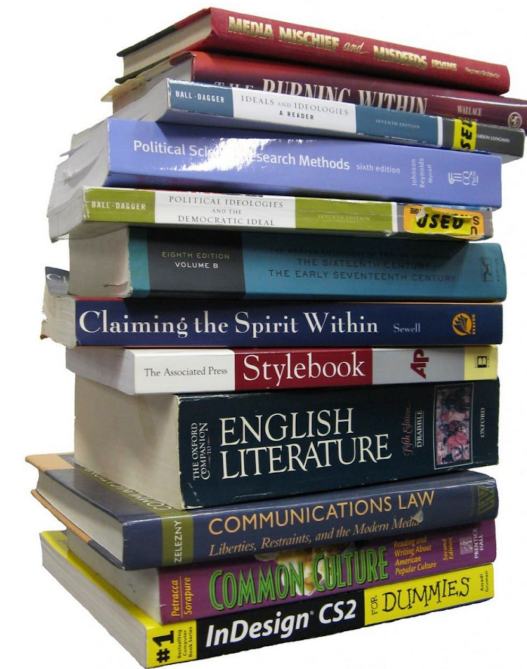
Textbook affordability report

CSI BOARD OF TRUSTEES | MAY 15, 2023



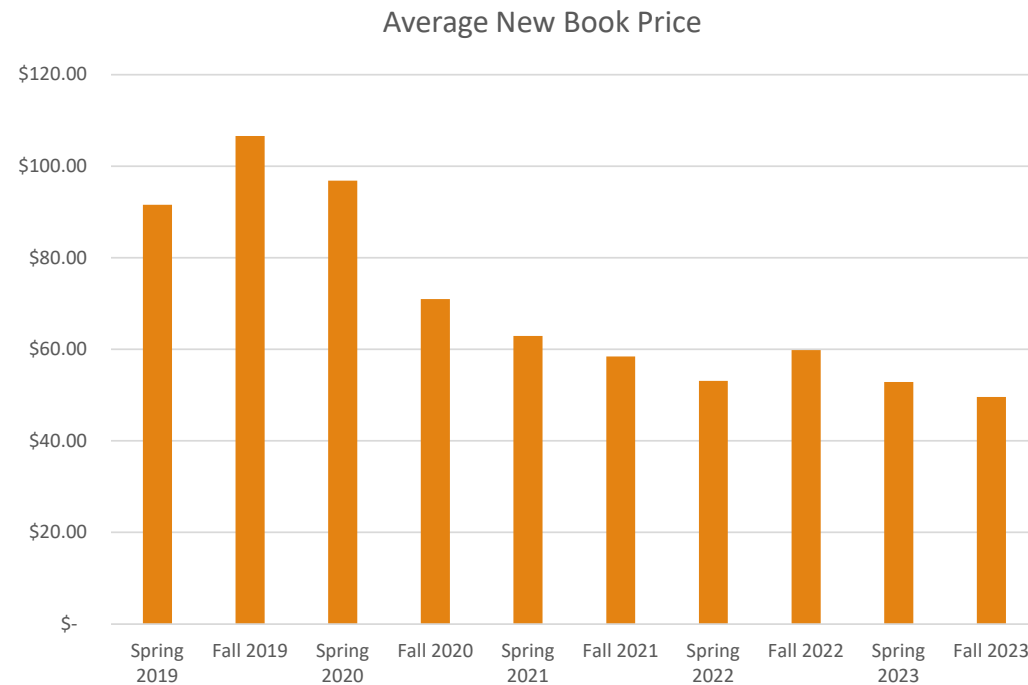
progress report

- State Board of Education report
- Project Z-Degree
- Excellent campus work
- Acknowledgements
 - Faculty workgroup
 - Jayme Ketterling | Candace Boesiger
 - Janea Triplett-Newell | Reed Hepler
 - CSI faculty/department leadership





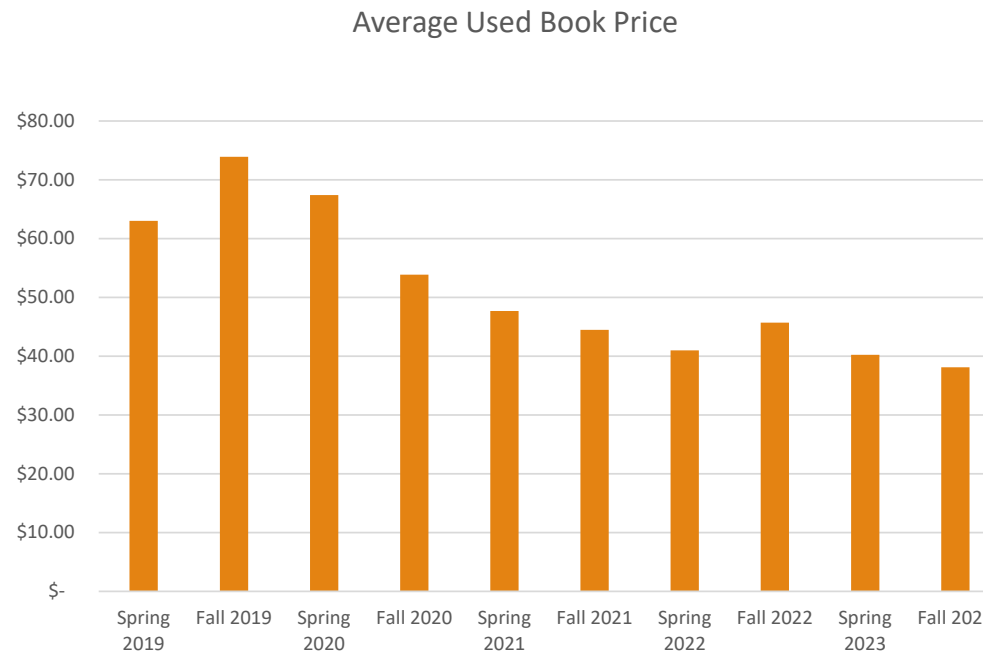
new textbook cost



- Down 17.1% from last fall
- Down 53.5% from Fall 2019



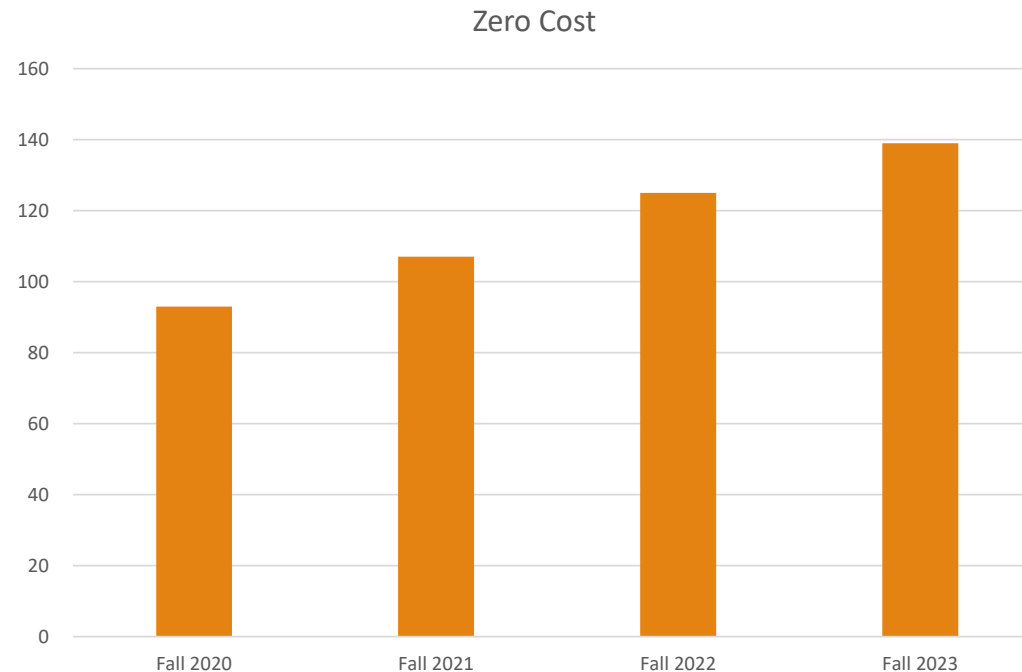
used textbook cost



- Down 16.5% from last fall
- Down 48.4% from Fall 2019
- Overall cost of used is less than new



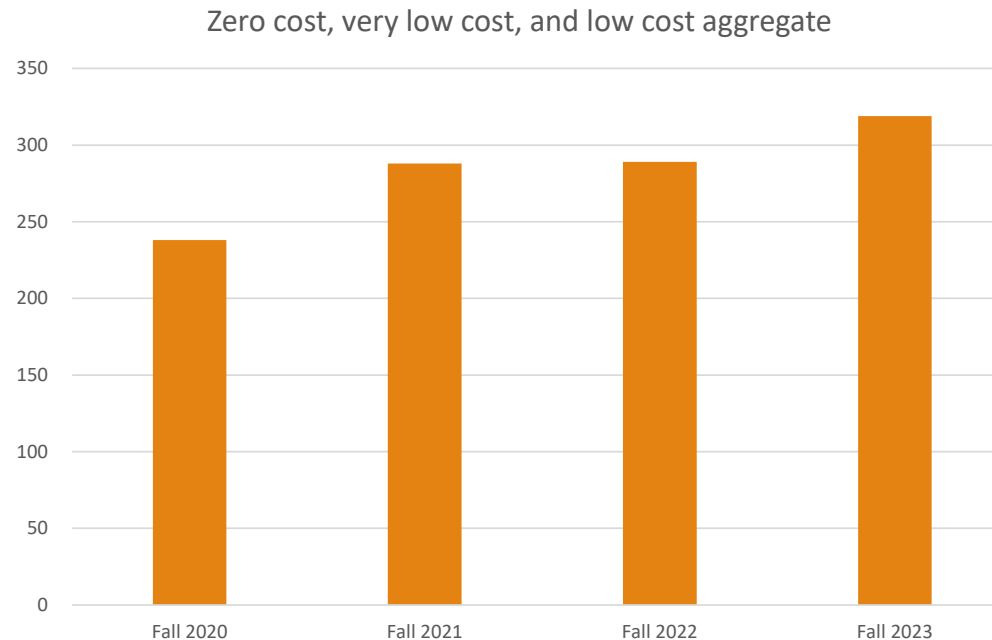
zero textbook cost sections



- Data may be incomplete
- Up 11.2% from last fall
- Up 49.5% from Fall 2020
- Numbers of sections per semester is not static



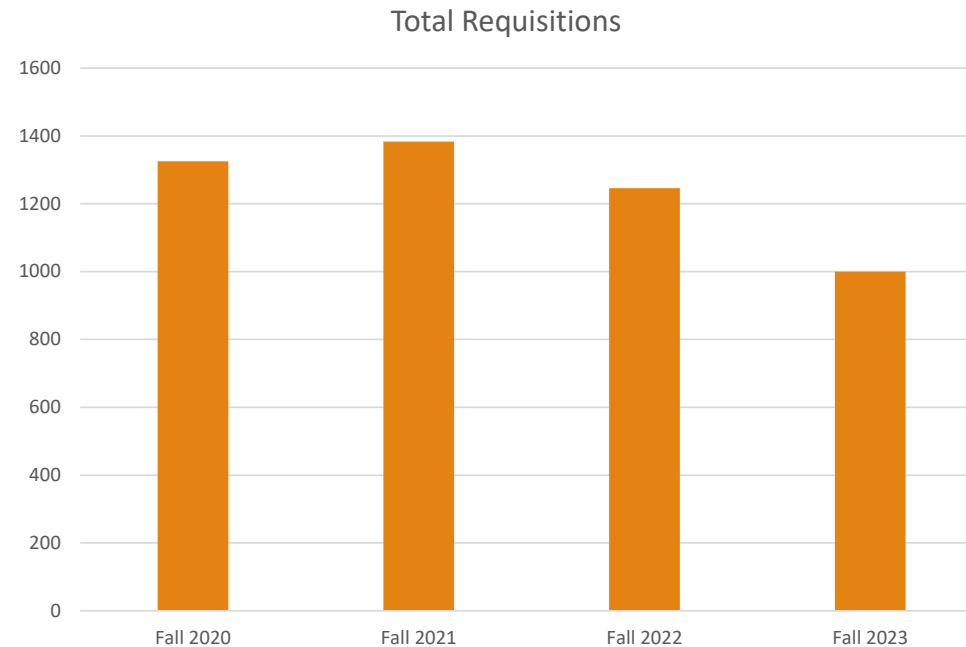
zero and low cost sections



- Very low cost: < \$31
- Low cost: \$31-\$50
- Up 10.4% from last fall
- Up 34.0% from Fall 2020
- Again, section numbers vary



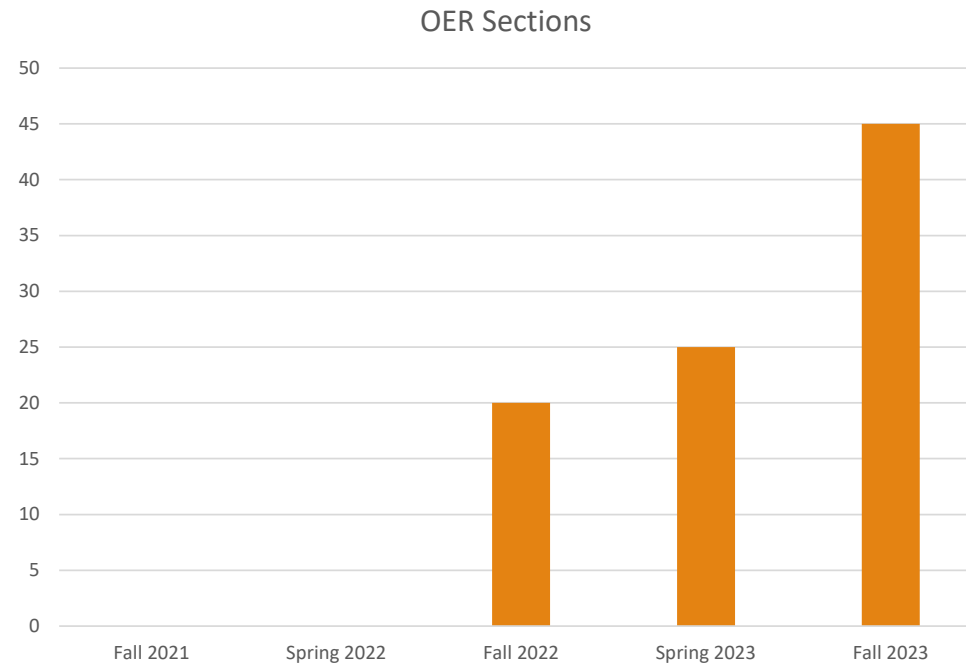
sections with requisition



- Down 19.7% from last fall
- Down 24.5% from Fall 2020
- These may be actual zero textbook cost sections



OER sections



- Up 44.4% from last semester
- Project Z-Degree



summary and next steps

- Continue excellent progress, stay vigilant especially with regard to Idaho Launch
- Written report to State Board in June
- Focused attention on OER and zero textbook cost sections
- Course marking and improved data collection methods
- Retain goal of zero added textbook cost institution



Goal One: Ensure all instructional materials are relevant and accessible

- As of June 2022, all CWI instructors must adhere to the [Instructional Materials \(IM\) Selection and Disclosure Policy](#). This policy encourages faculty to consider cost and accessibility of instructional materials used in the classroom every 3 years.
- Beginning in 2020, the Center for Teaching and Learning (CTL) have supported an accessibility tool check called Ally that helps faculty assess and correct the level of accessibility of all instructional materials uploaded in their courses and has provided faculty training on this tool.
- Currently six Open Educational Resources (OER) textbooks remixed by our instructors are hosted on the [CWI Pressbooks](#) site where they are accessible to students and instructors from CWI and around the world. CWI Library has supported this effort as they can with current staff since Spring 2022, but is hoping to bring on a full-time staff position for this.

Goal Two: Minimize the cost of instructional materials for students

- Starting in Fall 2022, CWI instructors saved students significant amounts of money on textbooks in required Common Indexed courses by implementing 0 cost instructional materials:
 - ENGL 101 and ENGL 102 where textbook costs varied from \$24-60
 - COMM 101, previous textbook cost: \$62
 - MATH 143, 147 (Fall 2023) and 170 (Spring 2023), previous textbook cost: \$72
 - CHEM 111, previous textbook cost: \$57
 - HIST 111 and HIST 112, previous textbook cost: \$140
 - PHIL 101, previous textbook cost: \$88
 - PHIL 103, previous textbook cost: \$90
 - SOC 102, previous textbook cost: \$60
- Starting in Fall 2022, CWI administration has focused on special course fee processes and updates that include how automatically charged instructional materials are managed and limits to special course fees. This work is expected to be an approved process in the next few months.

Goal Three: Increase professional development (PD) OER opportunities

- Starting in Fall 2022, CTL began curating a series of resources and trainings on OER topics that instructors can take including training on the following topics: OER basics, OER certification course, OER accessibility, LaTeX language for equations, Creative Commons, and Pressbooks.
- Funding for instructor participation in wider PD opportunities such as online conferences have been made available to instructors through the Z-degree initiative funds. For example, seven instructors attended the Virtual Open Education Conference in Nov. 2022.
- CWI Instructors who are skilled in various aspects of OER have presented to interested instructors on topics such as [Creative Commons](#) licensing, [LaTeX use](#) in Math and Science OER, [Pressbooks accessibility](#) and [Pressbooks creation](#).
- In Spring 2023, as part of CWI Professional Development Day, an OER Achiever Award was given out to an outstanding instructor who developed one course using OER during Spring 2023 and has committed to develop two more courses using OER for Fall 2023.

Goal Four: Support instructor adoption and use of OER


- In Spring 2022, an OER Committee was formed to increase instructor use of OER and implement at least one Z-degree (all low-cost IM pathways in AA or AS degrees) by Fall of 2023. The stakeholders on this committee represent staff from CTL, the library, OER first adopters and instructional deans. By Spring 2023, this committee expanded to include staff from the registrar, bookstore, accounting, grants and marketing. The committee has met weekly since Fall 2022.
- Starting in Spring 2022, the CWI OER committee developed trainings in support of OER use and adoption and available to all staff and faculty on our LMS.
- Starting in Spring 2022, the OER coordinator has held meetings on OER including bi-annual in-service meetings and bi-monthly meetings on the topics of OER including its benefits to students and instructors.
- Starting in Spring 2022, the OER committee created a [process](#) to award and oversee stipends from money given by the State of Idaho for the creation of a Z-degree at CWI and other community colleges (CC). So far, 39 instructors have applied for stipends and three Z-degree pathways will start operation in Fall 2023, [COMM.AA](#), [PHIL.AA](#) and [LIBARTS.AA](#)
- Starting in Fall 2022, the OER coordinator has met at least monthly with Merlot, a 3rd party vendor in charge of helping the four Idaho CCs create Z-degrees, organize their OER plans and collect data on the success of these efforts. This [implementation plan](#) is one of the milestones.
- Since Fall 2022, CTL and the library have devoted staff hours to helping instructors find, remix, publish and implement OER into their courses. This includes contacting instructors who have expressed interest in OER, meeting with them one on one and supporting the sharing of their OER work on the [CWI Pressbooks](#) site.

Goal Five: Encourage Instructors to publicly share created OER

- Starting in Fall 2022, stipend support for publishing instructor created OER on the [CWI Pressbooks](#) site has been given using funds given by the State of Idaho for Z-degree creation. So far, six faculty have published their work on this site.
- Instructors who are involved in the OER stipend process are encouraged to complete training on how to use Pressbooks to make their OER resources available. Completed training is recognized with a stipend of \$250.
- The CWI library has designated one of their staff to oversee the Pressbooks instance and help any instructor willing to publish their OER material on this site.
- Starting in Spring 2023, the OER committee is planning to identify an instructor willing to convert CWI instructor created OER materials to a Pressbook in exchange for stipend support using the funds available from the state for this purpose. This mechanism would be used when instructors do not have the time or willingness to learn how to publish their own material in Pressbooks.


Goal Six: Identify by course marking all zero to very low-cost IM course sections at time of registration

- Starting in Spring 2022, stakeholders including the registrar, the bookstore, the business office and the OER committee began working on a process for course marking. By April 2023, this

process was put in place and involves identifying all courses where all sections taught use zero to very low-cost IM, identifying individual sections of courses that used zero to very low-cost IM from the previous semester's book costs, and contacting department chairs with that information to identify in our course creating software individual sections of all scheduled courses for the upcoming semester that are zero to very low-cost with a 'Z-degree' note. All Fall 2023 courses that have zero to very low-cost materials were marked by the time of early student registration on April 10 with the following icon: 

- In April 2023, a marketing campaign making students aware of 'Z-degree courses' and includes a printable [flyer](#), [press releases](#) and a [website](#).
- At the end of March 2023, awareness meetings were held with student advising and One Stop staff on how to help students identify and sign up for Z-degree course sections. The OER coordinator distributed [resources](#) to them to help them communicate this initiative.

Goal Seven: Identify by course marking all course sections using automatic charges for textbooks at time of registration

- All courses that include an automatic charge for textbooks as well as other added course fees are currently marked at time of registration with the following icon: 
- The course section descriptions include the type of automatic charge and the cost (ex): Include Ed Course Fee: \$xxx

Goal Eight: Improve use of OER and very low-cost IM in common-indexed courses

- For common indexed courses that have already implemented OER see Goal Two above
- The OER coordinator uses the existing bookstore cost list and common indexed course list to identify additional courses that might benefit from OER and contacts the department chairs on this topic. From this, additional common indexed courses in Math, Humanities and Social Sciences have started the process of moving to OER. The goal of the OER coordinator is to identify courses which most students take in each GEM area as a priority for these discussions.

Goal Nine: Improve use of OER in non-common-indexed courses

- From Spring 2022 to now, the following non-common-indexed courses have implemented OER: CWI 101 (first-semester experience course), AGRI 120, ARTS 101, 104, 212, 215, 231,250,275,290; CHEM 112; all upper division COMM and PHIL courses; MRKT 245,290; PSYC 140, 250, 251, 290, 293; SOC 230, 290.
- The goal of the OER committee is to add one new Z-degree each academic year. This maximizes the non-indexed course increases as each upper division require course in a Z-degree will also be non-common-indexed courses.

Goal Ten: Include OER work as part of Tenure and Promotion Processes

- The OER coordinator is currently in talks with the Tenure and Promotion committee to regularize language and placement on faculty's FPAR (tenure report) for OER work.



Idaho State University



Strategies To Increase Access and Affordability of Instructional Materials

2022 - 2023 Annual Update

Committee Members

Dave Bagley
Iris Buder
John Curry
Mona Doan
Cynthia Hill
Todd Morris
Sandra Shropshire
Jeremy Thomas
Kimberly Tomkinson
Mary Van Donsel



Idaho State University

Strategies To Increase Access And Affordability of Instructional Materials

2022 - 2023 Annual Update

During the Spring of 2022, Idaho State University developed an Access and Affordability plan offering eight strategies to enhance the use of Open Educational Resources (OER) and low cost materials by Idaho State University instructors. These strategies were built on programs, resources, and incentives, which were currently in place or intended to be launched during the Spring 2022 semester and the 2022-2023 academic year. The eight recommendations primarily target faculty support and cost minimization of instructional materials. ISU's numerous accomplishments for the 2022-2023 academic year are provided below.

1. Continue to Support Existing OER and Low Cost Resources and Incentives

ISU continued to offer two annual university-wide professional development opportunities related to OER and low cost materials; ISU's Open Education Week and the Program for Instructional Effectiveness (PIE) OER Workshops.

ISU has celebrated Open Education Week annually since 2021. Our most recent celebration was offered in March 2023. The numerous Open Education Week events are organized and facilitated by the Open and Affordable Educational Resources (OAER) Committee within the ISU University Libraries. This committee is made up of both librarians and instructional designers. The 2023 week's educational programming consisted of virtual presentations provided by recent Textbook Hero Honorees, and additional educational presentations about discovering OER, using H5P interactive learning software, and OER "basics." The event had over 100 in-person registrants. Videos are available on the [ISU Open Education Week Events Playlist](#).

This year's Open Education Week Keynote Address was provided by Dr. David Wiley. Dr. David Wiley is the Chief Academic Officer of Lumen Learning, the President of the Association for Educational Communications and Technology, and an Education Fellow at Creative Commons. Dr. Wiley has been crucial in the OER movement. He coined the term 'open content' in 1998, and wrote and published the Open Content license for educational resources - a forerunner to Creative Commons licenses. His work helped establish the essential legal framework and licenses that constitute the foundation of the movement today. In recent years he has worked with leaders in higher education to institutionalize OER, in order for more and more students to benefit. Dr. Wiley's Keynote address was an inspiring tribute to the OER work that continues to help ensure educational access and opportunity across our region, nation, and world.

During the Fall of 2022, ISU's Program for Instructional Effectiveness (PIE) sponsored a workshop on finding OER materials for ISU faculty. Spencer Jardine, Associate Professor,



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and Library Coordinator of Instruction, delivered the workshop, [Strategies for Finding OER Materials](#), on October 12, 2022 via Zoom and in person.

Among the topics discussed in the workshop were the variety of types of OER materials, and the likelihood of finding duplicate OER materials--an implication of the open license associated with these materials. Discussion also included a review of characteristics and offerings of major OER publishers/collections, and basic premises upon which the concept of OER is constructed. Mr. Jardine noted that some OER creators also provide ancillary materials that include quiz questions and other learning activities that can be embedded in content management systems. Lastly, the discussion touched on the use of low-cost or otherwise affordable resources, such as library resources. The presentation and other resources may be found on the [PIE website under Resources](#).

2. Update University Class Registration System to Include Course Markings

Beginning with the Spring 2023 semester, a new course marking scheme utilizing "section attributes" within ISU's course scheduling software system, was made available for collecting instructional material cost information. The section attribute displays instructional material costs in the university course schedule by price bands. This information can be filtered based on search criteria utilizing the following three definitions detailed in Idaho State Board of Education Policy III.U.:

- i. "Zero cost" means a total materials list price of \$0.
- ii. "Very low cost" means a total materials list price of \$1-\$30.
- iii. "Low cost" means a total materials list price of \$31-\$50.

In our first semester of implementation (Spring 2023), ISU offered 232 course sections with zero, very-low, or low-cost instructional materials. These courses served 3,694 students, with 2,196 students in the zero cost materials sections, 878 students in the very-low cost materials section, and 620 students in the low-cost material sections. The decreased instructional material costs provided a total of \$330,681 in cost savings for students during Spring 2023.

In order to calculate the total cost savings to students, it should first be noted that substantial variation exists in the average cost of college textbooks, with estimates indicating that average textbook costs range between [\\$80 - \\$150 per textbook](#). There is also significant variation in average textbook costs by discipline. To provide conservative estimates, we follow the cost-savings approach utilized by the Open Oregon Educational Resources, by assuming an average of \$100/textbook. The average cost of the OER textbook materials for each section was calculated based on the mean average of the cost materials (i.e., \$0 for zero cost, \$15.5 for very-low cost, and \$40.50 for low-cost option). With the number of students enrolled, a cost-saving of \$219,600 is estimated for students enrolled in the zero cost option ($\$100 \times 2,196$), a cost-saving of \$74,191 is estimated for students enrolled in the very-low cost option ($(\$100 - \$15.5) \times 878$), and a cost-saving of \$36,890 is estimated for students enrolled in the low-cost option ($(\$100 - \$40.50) \times 620$).



Thus, a total of **\$330,681** is estimated as the cost-savings associated with the decreased instructional material costs for students during the Spring of 2023.

3. Promote and Support the Inclusion of OER and Affordability Work in Evaluation and Promotion Guidelines

A critical part of sustaining OER in higher education is recognizing the contributions by faculty who create and adapt such resources as part of their teaching, research, or service. As one example, the College of Education is committed to honoring OER work and is beginning conversations about how to formally recognize these contributions in the promotion and tenure process. The Provost's Office supports this approach and, while recognizing that tenure and promotion criteria are generally decided upon at the college level, the Provost is nevertheless committed to encouraging college level administrators to engage in conversation with the faculty across the institution to consider how the development and implementation of OER resources might be appropriately recognized during the annual review as well as tenure and promotion process.

4. Identify Courses With High Return on Investment

To identify high return on investment opportunities, a survey of department chairs was conducted in Spring 2022 to pinpoint high-enrollment courses within departments that may be candidates for OER use in multiple sections. In the Fall of 2023, this survey data will be utilized to target courses and departments for potential OER discussions and incentives for greater implementation. Based on numerous discussions by the OER Committee, multiple section/multiple instructor high enrollment general education courses will be the top priority for the affordability stipend awards for Fall 2023.

To provide a better understanding of OER usage across campus, comprehensive in-depth data collection and analysis (e.g., drop/fail/withdrawal rates across disaggregated populations) will occur in conjunction with the new course marking (section attributes) scheme implemented this past Spring semester. This data and analysis will be shared with faculty across campus during the coming Fall semester.

5. Address Common Misconceptions about OER with Instructors and Administrators

Two "OER Basics" training opportunities were held over calendar years 2022 and 2023. These OER Basics trainings incorporated material from the Open Education Network membership provided by the Idaho State Board of Education.

ISU's Educational Technology Services (ETS) and Instructional Technology Resource Center developed a [quick reference infographic](#) to support OER development. This "getting started" reference guide provides key information with regard to searching, creating, sharing, and getting help to support OER.

6. Encourage the Adoption of Affordability Values for Faculty and Administration

[Outcomes of OER initiatives](#), including data on student impacts, were widely shared through ISU's bi-weekly Idaho State Today newsletter and presented to university and faculty leadership during Spring 2023 to increase the profile of OER work on campus.



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ISU's Eli M. Oboler libraries has continued to update and expand the "[Open Educational Resources: Start Here!](#)" website. This overarching web page provides information with regard to What is OER, Find OER: Quick Start, Search Strategy, Dig Deep, Creating and Adapting OER, Using Library Resources, ISU Textbook Heroes, and ISU Pressbook Catalog. It also includes an OER information request which connects faculty directly to library support staff.

7. Continue the Proposal-Based Program for Course Material Affordability Projects

ISU Academic Affairs has provided funding for 10 affordability stipend awards for the completion of affordability projects for each of the past two academic years (2022/2023 and 2023/2024). The proposal process takes advantage of existing proposal and monetary award processes already in place at ISU's Instructional Technology Resource Center (ITRC). According to results of a survey conducted at Idaho State University in Fall 2021, ITRC assistance with course re-design is one of the most highly requested professional development opportunities related to OER, which made the ITRC a natural choice to administer this program.

Faculty who are selected to receive stipend awards are offered instructional design services throughout their search and implementation of OER in their courses. Upon completion of their OER project and after having taught the newly designed course at least once, they then meet with an instructional designer from the ITRC to review the process of integrating, creating, modifying, or adapting OER for their courses. This includes discussing the search process for appropriate materials and the work that was required to implement them. In addition, they discuss the impact their work has on students and what they plan to do in the future to further utilize OER in their teaching practices.

To raise the profile of affordability work at ISU, successful applicants are expected to give a brief presentation at the ISU Open Education Week events to be held annually in the first week of March. Metrics will be collected to measure the success of the program, which may include data on total student cost savings, increased awareness among faculty, improved course material accessibility, and other pedagogical benefits related to OER adoption.

8. Offer Regular Professional Development Related To Course Material Affordability

As stated above, within Idaho State University Libraries, the Open and Affordable Educational Resources (OAER) Committee has established the annual ISU Open Education Week. This provides an opportunity for University Libraries, the Instructional Technology Resources Center (ITRC), and the Program for Instructional Effectiveness (PIE) to offer professional development opportunities in conjunction with this event, as well as regularly throughout the year. Moving forward, ISU will also offer 30 Minute Wednesday Webinars, focused on OER each fall.

**Lewis-Clark State College – OER / Low-Cost Course Materials Report
6.16.2023**

Introduction

The following contains the 2023 update of Lewis-Clark State College's efforts surrounding the Idaho State Board of Education's *Policy III.U Instructional Materials Access and Affordability*. Much of the information below is repeated from previous years' reporting. Where applicable, updates and changes have been included.

At LC State, due to the makeup of our student population, we have been engaged in practices associated with access to affordable materials long before the State Board policy was instituted. Some of the common practices have included (and still include):

- Use of available OER materials for courses
- Design and implementation of OER accepted as evidence of scholarship or teaching excellence as part of annual performance review and the tenure / promotion processes
- Deliberate use of older editions of textbooks that are attainable at much lower cost to students
- Use of the same textbook for a sequence /series of courses (i.e. - SPAN 101, 102, 201, and 202 or BIOL 227 and 228)
- Informal textbook exchange libraries hosted in the lobbies of the Nursing and Science buildings

With the advent of policy III.U, the College has expanded its efforts, particularly focused on OER / Low-cost efforts for General Education Core classes, and is now tracking OER / Low-cost implementation on an annual basis. As a consequence, our tracking data shows the following results:

- We survey annually our General Education Core offerings (from the six State Board of Education policy-defined areas/ways of knowing).
- 27.7% of our General Education Core course sections are offered with OER materials or at no cost to students
- Another 34.4% of the sections offered fall into the low-cost category (defined as costing between \$10 to \$50).
- See appendix (below) for complete listings and results.
- For 2023-24, we plan to expand our survey tracking to include all courses taught at the College.

Plan

LC State's plan is to fully comply with the stipulations which are outlined in policy III.U. The institutional plan is to consist of the following elements at a minimum. For each of the elements, institutional comment is provided.

- *Resources and support to help faculty ensure all instructional materials are relevant and accessible for all students, especially students who require learning accommodations or additional modes of delivery (e.g. a print version of a digital textbook, internet access, etc.).*
 - This is being accomplished through a variety of partnerships and resources. These include our campus bookstore, Library, Center for Teaching & Learning, eLearning Services, and Accessibility Services.
 - Workshops are being provided on a regular basis hosted by the CTL and/or eLearning Services.
 - These resources are introduced to all new faculty as part of our *New Faculty Orientation* program.
- *Policies and/or strategies that minimize the cost of instructional materials for students while maintaining the quality of education, the academic freedom and responsibility of faculty and students, and the recognition that the average cost of instructional materials is higher in certain disciplines, and some disciplines require higher cost materials which are used over multiple terms or throughout an entire program.*
 - LC State administration and faculty have made this commitment.
 - Textbooks and materials selections are reviewed by programs and divisions each year.
 - The Provost's Office works with faculty leadership to create a student-centered institutional textbook selection policy.
- *Professional development opportunities for faculty and staff related to the discovery, adoption, and use of OER and other affordable instructional materials.*
 - LC State has been actively involved in funding and supporting OER implementation efforts by faculty.
 - As mentioned above, regular training and workshops are offered by eLearning and the CTL.
 - The Dean of Liberal Arts & Sciences offered GEM-TRAC mini-grants to faculty to develop OER / Low-cost options for Gen Ed courses.
 - Participation of 4 different faculty members in the statewide OPAL Fellows program (sponsored by the OSBE). OER materials have been developed for the following courses through the OPAL program:
 - ENGL 101, 102, 175
 - ECON 201, 202
 - MATH 153
 - Support for faculty travel and participation in OER-themed conferences.
 - Sabbatical support for faculty OER projects.
- *Strategies to support faculty adoption, adaption, and/or use of OER and other affordable instructional materials.*
 - See above:
 - Regular trainings.

- GEM-TRAC mini-grants.
- OPAL Fellowship participation.
- Recognition of OER development as part of annual review and tenure/promotion portfolio processes
- *Programs, incentive structures, or other strategies to encourage and support faculty to publicly share OER developed for their own courses.*
 - See above:
 - CTL & eLearning support / trainings.
 - GEM-TRAC mini-grant participants included faculty from 11 separate General Education Core courses. Nearly \$20,000 has been spent since 2018 on these projects which have included:
 - Purchasing textbooks for HUM 150, HIST 101 & 102, and ENGL 261 and establishing a lending library in partnership with the LC State Library.
 - Creating OER curriculum from scratch for COMM 204 and MUS 101.
 - Creating an online course shell (using Canvas) for ENGL 101 & 102 that is accessible to all first-year composition instructors. It is outfitted with complete course templates using OER materials. Instructors also freely add in their own materials to share.
 - Creating OER resources/materials for NS 150, ENGL 175
 - OPAL Fellow participation in ENGL 101/102/175, MATH 153, and ECON 201/202 over \$11,000 of support funding.
- *Course marking processes at the time of course schedule releases that indicate the cost of instructional materials in course sections that are reliably zero cost or very low cost, as defined in this policy.*
 - In progress
 - We have built, in partnership with our campus bookstore, links to required course materials for every class that is listed in the course registration system. Students can look, prior to signing up for a class, what the required materials will be (including if no materials are required).
- *Strategies with measurable goals for improving and using readily available and relevant OER or other very low-cost instructional materials in common-indexed courses as articulated in Board Policy III.N.6.b., including dual credit courses.*
 - The focus of our efforts over the past three to four years has been to increase OER and low-cost option in our General Education Core areas, which specific attention paid to the common-indexed courses.
 - The latest tracking data is provided below in an appendix that shows OER and Low-cost options in relation to our entire Gen Ed Core offerings.

- LC State's current dual-credit course model does not require high school students taking courses at their own high school to purchase additional materials. Students are either supplied the texts/materials by their high school or through cooperation of our Early College Programs office.

Appendix:

Tracking data for 2022-23 of OER and Low-Cost sections offered of all General Education courses from the six State Board of Education policy-designated ways of knowing Core areas.

Course	#Sections	# OER or No-Cost Sections	# Low (\$10-\$50) Cost Sections	Comments
ART 100	5	0	0	
COMM 101	4	0	4	
COMM 203	2	0	0	
COMM 204	16	3	9	
ENGL 101	26	22	4	
ENGL 102	21	9	8	
ENGL 175	8	0	2	Requires a number of classic texts
ENGL 257	2	0	1	Requires a number of classic texts
ENGL 258	3	0	2	Requires a number of classic texts
ENGL 261	1	1	0	Requires a number of classic texts
HUM 101	3	0	1	
HUM 150	2	2	0	
MUS 101	2	0	0	
MUS 102	0			
MUS 150	0			
MUS 151	0			
NP 101	1	0	1	A packet created by the professor
NP 102	1	0	1	A packet created by the professor
SPAN 101	7	0	0	Same textbook is used for SPAN 101 --
SPAN 102	3	0	0	-- SPAN 102, 201, & 202
THEA 101	6	4	0	
MATH 123	2	1	1	
MATH 130	0			
MATH 143	3	0	0	
MATH 147	1	0	0	

MATH 153	10	3	0	
MATH 170	2	0	0	
MATH 253	0			
MATH 257	1	0	0	
BIOF 100	1	0	0	
BIOL 100	0			
BIOL 120	1	0	1	
BIOL 123	0			
BIOL 175	1	0	0	
BIOL 227	6	0	0	
CHEM 100	0			
CHEM 105	11	2	4	
CHEM 111	4	2	2	
CS 108	2	0	0	
FSCI 101	0			
GEOL 101	2	0	2	
GEOL 120	0			
GIS 271	1	0	1	
NS 140	1	0	0	
NS 150	3	1	2	
NS 174	2	0	0	
PHYS 111	1	0	0	
PHYS 112	1	0	0	
PHYS 171	2	0	2	
PHYS 205	1	1	0	
PHYS 211	1	0	0	
ANTH 102	6	6	0	OER text used
ANTH 120	1	0	1	
ANTH 170	1	1	0	No cost non-OER materials assigned
GEOG 102	2	0	2	
HIST 101	3	3	0	All sections have no cost checkout from library
HIST 102	3	3	0	All sections have no cost checkout from library
HIST 111	5	0	5	Most students can purchase used texts for under \$10
HIST 112	1	0	1	
POLS 101	3	0	0	2 texts required; each is under \$50 but combined are about \$59
POLS 237	0	0	0	No sections offered AY20-21

POLS 285	1	0	1	
PSYC 101	6	0	6	
PSYC 205	11	0	5	
SOC 101	6	0	6	Older edition used which commonly retails between \$10 and \$35
SOC 102	2	0	2	
SS 184	2	0	2	
SS 185	2	2	0	No cost non-OER materials assigned
ECON 201	4	0	4	OER text used along with low cost publisher-provided homework platform
ECON 202	5	0	5	OER text used along with low cost publisher provided homework platform
CITPT 108	4	4	0	
MTHPT 130	2	0	0	
MTHPT 137	6	0	0	
MTHPT 153	4	0	0	

TOTALS: **253 70 (27.7%) 87 (34.4%)**



2022-2023 Instructional Materials Plan Report

Based upon Idaho State Board of Education // [III.U. Instructional Material Access and Affordability](#)

As outlined by policy III.U., the college has implemented the following:

- *Resources and support to help faculty ensure all instructional materials are relevant and accessible for all students, especially students who require learning accommodations or additional modes of delivery (e.g. a print version of a digital textbook, internet access, etc.).*
 - *Disability Support Services* is available for faculty consultation. The college's contract with the bookstore service provider, Follett was renewed through 2022-23 but it is unclear who the provider will be for 2023 and beyond. However, during a conversation with individuals from the College bookstore in January, there is a willingness to provide print copies of open textbooks if enough advance notice is given. Additional work is needed to define the specifics of this process.
 - The faculty who created or are creating Pressbooks OER are given guidance for creating accessible images, headings, and text by Coordinator Theresa Huff.
 - In May of 2023, NIC's first OER Pressbook [Messages That Matter](#) was published in the [NIC Pressbooks](#) site, the [Idaho Open Press](#) site, and in [OER Commons](#). Publishing it on these hubs make the Pressbook free and open to any user in the world. NIC Pressbooks is supported and managed by Coordinator Theresa Huff. A second English Pressbook is slated for completion by August, 2023.
- *Policies and/or strategies that minimize the cost of instructional materials for students while maintaining the quality of education, the academic freedom and responsibility of faculty and students, and the recognition that the average cost of instructional materials is higher in certain disciplines, and some disciplines require higher cost materials which are used over multiple terms or throughout an entire program.*
 - Starting in Fall 2022, students' learning material costs were greatly reduced due to instructor adoption and use of zero- and low-cost instructional materials:
 - BIOL-175 replaced \$100+ textbook, saving students approximately \$4200
 - BIOL-227, 227L, 228, and 228L replaced \$100+ textbook and created an OER Lab Manual, saving students approximately \$20,240
 - BUSA-234 replaced \$50-100 textbook, saving students approximately \$975
 - CHD-110 and 134 replaced \$100+ textbook, saving students approximately \$12,100
 - COMM-233 replaced \$100+ textbook, saving students approximately \$2400
 - ENGL-101, 102, 272, and 293 replaced \$31-50 textbooks, saving students approximately \$13,355
 - HIST-111 replaced \$51-100 textbook, saving students approximately \$4,400
 - MATH-123 replaced \$133.32 course materials, saving students approximately \$4,799

- MUSI-100 replaced \$51-100 textbook, saving students approximately \$2,200
- In Spring 2023, students' learning material costs were greatly reduced due to instructor adoption and use of zero- and low-cost instructional materials:
 - HIST-112 replaced \$51-100 textbook, saving students approximately \$5,400
- In Summer 2023, students' learning material costs were greatly reduced due to instructor adoption and use of zero- and low-cost instructional materials:
 - COMM-100 replaced \$40 textbooks, saving students approximately \$1,040
- *Professional development opportunities for faculty and staff related to the discovery, adoption, and use of OER and other affordable instructional materials.*
 - An Introduction to Project Z presentation was held for all faculty November 2, hosted by eLearning and the library. The presentation covered an overview of the Project Z degree initiative, a walkthrough of the process for curating low-cost or no cost materials, adopting, adapting, or creating OER, and the related course marking and/or stipends, as well as examples of Pressbooks and their integration in Canvas. Additionally, several early adopters of low- or no-cost materials and OER shared their experience and examples with fellow faculty.
 - In November, Coordinator Brian Seguin attended OLC Accelerate conference to co-present the Project-Z initiation with other Idaho OER Coordinators.
 - In December, Theresa Huff, coordinated an OER lunch-and-learn for faculty that featured Dr. David Wiley and Kim Thanos of Lumen Learning.
 - In January, the OER Workgroup was expanded to included OER-interested faculty. Two hybrid, monthly meetings were held in late spring 2023 in which 6-8 faculty from a variety of disciplines attended. The meetings were used to explore OER, share challenges and solutions, learn about Pressbooks and H5P, and discuss the future of OER at NIC.
 - The OER Workgroup plans to become a standing committee during Fall 2023. Though no meetings were held during the summer, regular meetings will reconvene in Fall 2023.
 - In February, Coordinator Theresa Huff sent out communication about upcoming OER Conferences. About 6 OER-interested faculty and staff attended the OLC virtual and in-person conference, and several more are planning to attend the OEN virtual conference in July 2023.
- *Strategies to support faculty adoption, adaption, and/or use of OER and other affordable instructional materials.*
 - In June of 2022, Coordinator Brian Seguin assembled an OER Workgroup comprised of eLearning Director, Thomas Scott, and Instruction Designer II, Theresa Huff. At the end of January, Theresa Huff took over the position of OER Coordinator, as Brian Seguin took a position at another institution.
 - In July 2022, Coordinator Brian Seguin created graphics explaining the steps and compensation for completing [STAGES 1](#) and [2](#).
 - In early Fall 2022, Coordinator Brian Seguin created an OER LibGuide, housed on Springshare, with information about OER and Project Z, resources for finding, adapting, and creating OER, as well as a Literature Review spreadsheet and application forms for Project Z. As many of our librarians left or retired in Spring 2023, Coordinator Theresa Huff moved all of the information from the LibGuide to an open Canvas course and the eLearning website for ease of maintenance in February of 2023.

- Beyond offering guidance for individual faculty on where to find OER via email, several consultation meetings were held by the library and eLearning with individual faculty interested in adopting, adapting, or creating OER throughout the year. The purpose of the meetings ranged from support in finding subject-specific OER to specific plans of adaption or creation to training on using Pressbooks for creation.
- *Programs, incentive structures, or other strategies to encourage and support faculty to publicly share OER developed for their own courses.*
 - Throughout the year, Theresa Huff has worked with faculty who explored adopting or adapting existing texts to host via the state funded platform, Pressbooks.
 - Starting in Fall 2022, stipend support for adopting, adapting, or creating OER has been given to faculty through the state's Project Z funds. As of June 2023, 10 instructors have received funds for adopting OER, 2 for adapting OER, and 4 for creating new OER. For those adapting or creating OER, stipends also include training in using Pressbook and H5P, if needed.
 - Coordinator Brian Seguin created 'OER Trailblazer' graphic to honor faculty who were early adopters of OER. The Trades Division instructor, Joe Okon and his machinist group at Parker Tech created medallions with this graphic on them as awards for early adopters of OER.
 - In March during OER Week, 11 OER Trailblazer awards were presented by the president and Dean of General Studies to early adopters of OER. They were also recognized in the NICNow, honored on NIC's OER Trailblazer webpage, and invited to be a part of the OER Roundtable event during OER Week.
- *Course marking processes at the time of course schedule releases that indicate the cost of instructional materials in course sections that are reliably zero cost or very low cost, as defined in this policy.*
 - In Fall 2022, Theresa Huff created a shared doc of all GEM courses and which are utilizing 'Very Low to Zero Cost' OER materials.
 - Thomas Scott coordinated multiple meetings between the Registrar, Senior Systems Analyst (I.T.) to talk through options for selecting and adding a ['Very Low Cost \(VLC\)' icon](#) to the online catalog.
 - The OER Workgroup met with Dean of General Studies to finalize selection of VLC icon and talk through steps for identifying courses at the division level and how that information is shared. Registrar will maintain control of adding icons to individual courses and sections.
 - A suitable VLC course marking icon was discussed and created in late 2022.
 - In December, Coordinator Brian Seguin met with Follett Store Manager, Sheila Johnson and NIC Auxiliary Services Accountant, Steve McGroarty to discuss how we can support each other as more faculty adopt OER. Specifically, improving communications about which courses are utilizing OER. At the time, the Bookstore often received a notice of 'No Textbook' when an OER text is utilized. They expend a lot of human capital helping students identify a text.
 - OER Workgroup met with Dean of General Studies to discuss need for formalizing a process at the division level to better identify, document, and provide enhancements (stipends or VLC icons in the catalog) for those who are utilizing zero to VLC materials.

- In February, Coordinator Theresa Huff had several meetings with Follett Store Manager, Sheila Johnson, NIC Auxiliary Services Accountant, Steve McGroarty, and Registrar Systems and Data Analyst, Kelly Lyons, to create a system for capturing types and cost of course materials used each semester. Additionally, communication was updated and disseminated for faculty use of Follett Discover to include “OER” and “No textbook required” options as well as deadlines for communicating choice of course materials to the bookstore.
 - In February, all course materials for Summer 2023 and Fall 2023 courses were reviewed to prepare for course marking.
 - The course marking system was rolled out for Summer 2023, and is in place and being utilized for Fall 2023. Students can now sort courses by “Low or No Cost Materials”, and all Low or No Cost Material courses are designated with a course mark icon at the time of registration.
 - Communication was disseminated to students and faculty about the course markings at the beginning of Summer 2023.
- *Strategies with measurable goals for improving and using readily available and relevant OER or other very low-cost instructional materials in common-indexed courses as articulated in Board [Policy III.N.6.b.](#), including dual credit courses.*
 - Coordinator included question in STAGE 1 and 2 forms asking faculty how they would maintain the resource. Discussion with other state OER Coordinators will need to be had to determine the most efficient process for creating a process that allows for the College to measure improvement as it relates to *Policy III.N.6.b.*
 - As of Summer 2023, NIC has identified one Z-degree Pathway: AA General Studies. By Fall 2023, we hope to have at least one more.
 - The OER Workgroup will work this fall to create measurable goals for improving OER, to promote use of readily available and relevant OER or other low-cost materials, and to find ways to motivate divisions and individual instructors in common-indexed courses to adopt OER.

CONCLUSION

Since June of 2022 the College has had three separate individuals serving in the role of Interim Provost. It will be critical for the most recently appointed Provost to support this initiative by trusting those who have worked to build processes and develop materials. Understanding the process and quickly processing stipends for those supporting this initiative will be key. Continuing to grow the OER Workgroup into a standing committee which includes faculty, staff, and students will improve understanding of, access to, and adoption of Open Education Resources.



University of Idaho

Open Campus Committee Report to the State Board of Education on Implementation of Policy III.U – Instructional Material Access and Affordability

Submitted June 16, 2023

Lead Authors: Marco Seiferle-Valencia, Kristin Henrich, and Beth Ropski

Contributing Authors: Lindsey Brown, Tricia Durgin, and Brian Smentkowski

The University of Idaho's (UI's) Open Campus Committee (OCC) submits this report to update the State Board of Education (SBOE) on UI's progress toward implementing a plan to increase access and affordability of instructional materials for all students, per [SBOE Policy III.U – Instructional Material Access and Affordability](#). The OCC has begun to implement the university's institutional plan for III.U submitted in 2022. That plan remains in place, and this report describes implementation to date. It focuses first on UI's progress on broad III.U strategies to increase access and affordability of instructional materials for all students. Then, it describes UI's course marking initiative ([SBOE III.U.2.a.iv](#)).

Updates on Specific Strategies to Increase Access and Affordability of Instructional Materials for All Students ([III.U](#))

i. Resources and support to help faculty ensure all instructional materials are relevant and accessible for all students, especially students who require learning accommodations or additional modes of delivery (e.g., a print version of a digital textbook, internet access, etc.).

The University of Idaho has several units that provide intersecting support for faculty to ensure all instructional materials are relevant and accessible for all students. The Center for Excellence in Teaching and Learning ([CETL](#)) provides instructional design support for faculty in making Canvas content accessible to students, while the Center for Disability Action and Resources ([CDAR](#)) liaises between students and faculty to provide accessible course materials for students with formal disability accommodations. More broadly, the Library processes all library course reserve items with optical character recognition software to ensure that all course reserve materials can be read with screen readers.

ii. Policies and/or strategies that minimize the cost of instructional materials for students while maintaining the quality of education, the academic Idaho State Board of Education freedom and responsibility of faculty and students, and the recognition that the average cost of instructional materials is higher in certain disciplines, and some disciplines require higher cost materials which are used over multiple terms or throughout an entire program.

The University of Idaho has several strategies for minimizing the cost of instructional materials for students while maintaining the quality of education, intellectual freedom, and faculty textbook expertise. All faculty can use the Library's digital course reserves software, Leganto, to provide copyright-compliant, zero cost pathways for students, even in courses that use high-cost, for-profit materials. The Library also provides a [Student-Driven Course Reserves initiative](#) that allows students to request library copies of popular textbooks, alleviating the burden for high-cost courses. The course marking project described below is also anticipated to incentivize and support faculty members in exploring high-quality alternatives to high-cost course materials.

iii. Professional development opportunities for faculty and staff related to the discovery, adoption, and use of OER and other affordable instructional Materials.

The University of Idaho Library has several development opportunities for faculty and staff related to the discovery, adoption, and use of OER and other affordable instructional materials. The Library's [Think Open fellowships](#), which are intensive faculty collaborations that create new OER or adapt existing OER to create zero cost courses. Since its inception in 2017, the Think Open program has saved students over \$500,000 in textbook costs. The Library has also partnered with CETL to deliver faculty workshops promoting the use of affordable course materials through Leganto, and the Library and CETL are collaborating to deliver OER professional development during new faculty orientation and in Canvas faculty dashboards.

iv. Strategies to support faculty adoption, adaption, and/or use of OER and other affordable instructional materials.

The University of Idaho Library offers several strategies to support faculty adoption, adaptation, and/or use of OER and other affordable instructional materials. The [Think Open](#) program supports up to six faculty members per year through intensive collaborations to create, adapt, or adopt OER or otherwise transition their course materials to zero cost. Currently the Library is brainstorming how future revisions to the Think Open program might impact more faculty. The Library hosts digital course reserves through [Leganto](#), which provides zero cost course materials even for high-cost courses, and provides outreach and instruction to faculty to increase engagement with the program. In Spring 2023, the Open Campus Committee surveyed students and faculty about their awareness of and barriers to accessing and adopting affordable course materials; these results will be used to inform future strategies for outreach, information, and incentives.

v. Programs, incentive structures, or other strategies to encourage and support faculty to publicly share OER developed for their own courses.

The University of Idaho Library has several programs to encourage and support faculty in publicly sharing OER developed for their courses. The Library led the development of the Network of Idaho Academic Libraries (NIAL), a state-wide initiative to facilitate collaboration; current initiatives of NIAL include an [OER Commons repository](#) with textbooks faceted by GEM courses and an [OER Standing Group](#). The Library also supports [Pressbooks](#), which allows faculty to easily publish, clone, and share their OER to the global Pressbooks catalog for broad discoverability and reuse. The Center for Excellence in Teaching and Learning has an existing [Faculty Spotlight series](#) that could be used to promote faculty who develop OER for their own courses.

The formation of the OCC itself represents significant progress in UI's access and affordability efforts. In Spring 2023 the University of Idaho Library and the Office of Academic Initiatives convened a coalition of campus units, the Open Campus Committee. Led by the Library, the OCC leverages campus experts in the Registrar's Office, the Center for Excellence in Teaching and Learning, the VandalStore, and Student Advising, using a collaborative approach to create holistic solutions to lower student course materials costs for students and create additional opportunities for faculty development and adoption of OER. The formation of this committee itself represents a major progress point for Open activity on the UI campus, as this is the first time there have been sustained conversations amongst Open stakeholders on campus.

The OCC has two charges for 2023-2024: to investigate and implement a zero and low-cost course marking system, and further develop and promote a culture of awareness and adoption around instructional material availability and affordability.

vi. - viii: Course marking processes at the time of course schedule releases that indicate the cost of instructional materials in course sections that are reliably zero cost or very low cost, as defined in this policy; vii. Course marking processes at the time of course schedule releases that indicate course sections that reliably require the purchase of, including an automatic charge for, any access codes for instructional materials; viii. Strategies with measurable goals for improving and using readily available and relevant OER or other very low-cost instructional materials in common-indexed courses as articulated in Board Policy III.N.6.b., including dual credit courses.

Work is underway to mark zero and very low-cost courses (see below), due Fall 2024, including for GEM and other common-indexed courses. Conversations around inclusive access courses, automatic charges, and access codes for instructional materials are in progress. The OCC initially considered implementing in Spring 2024 but determined that a well-designed communications campaign would substantially increase participation and required additional time. The committee developed the plan and timeline below to incorporate such a communications campaign and so promote stronger initial engagement and long-term impact.

Course Marking Implementation Overview¹

Based on our work to date, the OCC believes opt-in course marking of zero and low-cost courses will debut at the University of Idaho for the Fall 2024 course schedule.

- Spring and Summer 2023
 - Open Campus Committee (OCC) met, and continues to meet, regularly to develop, plan, and implement course marking capacity within technological systems and course scheduler workflow
 - Specific tasks assigned to develop instructions and guidance for course schedulers, instructions and resources for instructors, and outreach and marketing campaigns
 - Registrar configures course registration system to allow course marking for low- or zero- cost course materials costs
 - Student Advising, supported by Library, leads campus-wide OER survey of students and faculty, with 1,112 respondents
 - Library conducts data analysis identifying high-cost, high-enrollment courses, using Bookstore data, to target future OER collaboration.
 - Library develops workshops and tutorials geared towards faculty who will be seeking information on how to create zero or low-cost courses in the Fall.
- Fall 2023
 - Introduce course marking to campus at large; outreach to faculty begins
 - Introduce course marking to Faculty Senate and other relevant stakeholders for review and approval of policies and procedures
 - Procedures and supporting instruction materials are finalized for Course Schedulers
 - Library develops student-facing materials on how to use and understand course marking
- Spring 2024
 - Faculty submit zero and low-cost designations for Fall '24 alongside typical course scheduling activity
 - Campus outreach focused at students on how to use upcoming change begins
- Fall 2024
 - Zero and low-cost courses launched in the course catalog, available to students

Appendix A: Preliminary Survey Results

This survey was distributed to all undergraduate and graduate students and faculty in April 2023. Respondents who completed the survey totaled 1,112. Preliminary results show that there is high student

¹ III.U.2.a.iv: Course marking processes at the time of course schedule releases that indicate the cost of instructional materials in course sections that are reliably zero cost or very low cost, as defined in this policy.

desire for affordable course materials, and faculty interest in developing OER despite barriers to adoption including limited time and knowledge.

Student Retention and Advising has been instrumental in leading survey development and data analysis, providing valuable insights and perspectives. They have also shared their experienced anecdotal information on how students and advisors currently estimate costs, offering valuable context to the work of the OCC. Student Retention and Advising's contributions are vital in understanding student perspectives and informing decision-making regarding course materials costs.

Data Snapshot

Undergraduate participants (n = 704)

- 60% reported experiencing challenges in affording living expenses while at UI
- 47% reported not purchasing a required course material because they could not afford it
- 86% reported purchasing a required course material for a class and not using it
- Top reported ways students have tried to reduce course material costs
 - 72% bought a course material from a source other than the campus bookstore because it was more expensive at the campus bookstore
 - 66% have rented a digital version of a course material
 - 61% have bought a used copy of a course material from the campus bookstore
 - 46% have shared a course material with a classmate
 - 32% have rented a printed course material
 - 31% have illegally downloaded a course material online
 - 30% have rented only the digital course material chapter(s) needed for a course

“I have found that the courses that have required textbooks that can only be purchased through the VandalStore are more expensive (upwards of \$250+) and we typically only read a few chapters out of or complete very few exercises provided in the workbook. I have gone out of my way going through each year of college to find required textbooks through renting websites or amazon to avoid the cost of textbooks on top of tuition, living expenses, and extra”. -Undergraduate student

Graduate participants (n = 243)

- 45% reported experiencing challenges in affording living expenses while at UI
- 38% reported not purchasing a required course material because they could not afford it
- 58% reported purchasing a required course material for a class and not using it
- Top reported ways students have tried to reduce course material costs
 - 67% bought a course material from a source other than the campus bookstore because it was more expensive at the campus bookstore
 - 47% rented a digital version of a course material
 - 41% bought a used copy of a course material from the campus bookstore
 - 31% rented a printed course material
 - 30% shared a course material with a classmate
 - 27% have illegally downloaded a course material online

- 23% have used a reserve copy of a course material from the campus library

Teaching assistants (n = 49)

- 20 TAs reported using OERs in their current classrooms
- 37 TAs reported interest in using OERs in a future classroom

“Textbooks (as a harshly general term) are something that many professors deeply expect you to acquire, regardless of your ability to fund, or even of the material's actual necessity. I have no family to rely on for extra funds, I have no way to thoroughly save money with my stipend hardly being able to cover rent, so I am not above a safety net like my peers and colleagues. I have had discussions with many professors - both in undergrad and graduate - about alternative ways to fund my need for certain materials. Many are understanding, but there are occasional professors who feel that - despite full awareness of differing economic standards between generations - I must purchase any and all materials and equipment, because otherwise I must ask myself, “am I really dedicated to this career and way of life?” -Graduate student

Teaching faculty participants (n = 165)

■ Self-reported average cost of course materials per class

Average cost of course materials per class	<i>n</i>
\$0-30	57
\$31-50	21
\$51-100	41
more than \$100	38
I'm unsure of the current approximate average cost of course materials for my courses (per course)	8

■ Factors considered when choosing course materials

Factors	Not important	Somewhat important	Somewhat important	Very important
Educational quality	1	0	12	188
Prior use	34	36	104	26
Cost to the student	2	5	67	125
Access to instructional resources	64	29	57	50

Format flexibility	27	48	76	49
Standardization with materials adopted by the other sections of the course	73	38	45	41

■ **Current course material affordability actions in use**

Affordability actions	<i>n</i>
Using free or open course materials (books/textbooks)	92
Creating new free or open course materials (books/textbooks) for use in your course(s)	56
Using other solutions to reduce the cost of course materials (books/textbooks), such as library e-resources	101
Not currently using any OER or course material (book/textbook) affordability actions	42

■ **Interest in future course material affordability actions**

Affordability actions	<i>n</i>
Creating new free or open course materials (books/textbooks) for use in course(s)	58
Updating a course to use existing free or open course materials (books/textbooks)	105
Updating a course to use other solutions to reduce the cost of course materials (books/textbooks), such as library e-resources	103
I am not interested in creating or adopting free or open course materials	29

■ **Preferred incentives to incorporate OER or course material affordability actions**

Incentives	Very unlikely	Somewhat unlikely	Somewhat likely	Very likely

Course release	33	30	63	50
Stipend	29	31	59	62
Graduate student support (assistance updating course)	33	36	73	37
OER professional development funding	29	38	71	42
ITRC/Instructional designer support	30	48	73	29
OER consultant (knowledgeable faculty member support)	32	51	66	31
Knowledge that my development efforts would be considered substantially meaningful in annual evaluations	27	37	63	54
Knowledge that my development efforts would be considered substantially meaningful in meaningful in promotion and tenure and five-year reviews	46	24	59	52
Working with others in my department/college to create or adopt OER	30	49	70	32

- Greatest barrier to incorporate OER or course materials (book/textbook) affordability actions
 - Time to incorporate OER or course material (book/textbook) affordability actions into courses

“In the past year I have changed all of my textbooks to inclusive access which has greatly reduced the costs for students. Revising all of my courses (8 total) and ensuring the OER materials meet our accreditation standards would be a huge undertaking.” -Teaching faculty member

“I would love to turn my course notes and materials into OER. The two things that would be most helpful for encouraging this would be: 1) some help or support in devising a plan of action (how should I proceed? Where--what archive--should they be published? What kind of license--CC or...??--should I use? etc.). 2) Some assurance that the development of OER will be valued at a level consistent with the amount of work

involved by the university administration, my department chair, the Dean, etc.” -
Teaching faculty member

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023**

SUBJECT

Strategic Plan and Performance Measures Revision Recommendations

REFERENCE

February 2023	Board approved the 2023-2027 Strategic Plan.
April 2023	Board approved first reading of Board governed institution and agency strategic plans.
June 2023	Board approved final institution and agency 2023-2027 strategic plans.
August 2023	Board received Performance Measure Outcomes reports for the Board's 2022-2026 K-20 strategic plan and for all Board governed institution and agency 2022-2026 strategic plans.
August 2023	Board received AOC Committee Report.
October 2023	Board received Performance Measure and Systemwide Performance Measure Reports.

BACKGROUND/DISCUSSION

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

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

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

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
DECEMBER 13, 2023**

The strategic planning process is a year-long cycle. In February the Board approves any updates or revisions to its five-year strategic plan. In April, institutions and agencies governed by the Board submit drafts of their strategic plans for review. In June all plans are finalized and submitted to the Division of Financial Management along with budget requests for the next fiscal year.

In August, the Board begins reviewing data and information to help inform continuous improvement. This includes reviewing performance measure outcome reports and engaging in a work session to review recommendations from the Accountability Oversight Committee. In October, the Board engages in a second work session to review performance measure outcomes based on the K-20 strategic plan.

In December of each year, the Board considers recommendations for strategic plan revisions in preparation for a February final approval.

IMPACT

Based on Board discussion in December, proposed revisions will be finalized and brought back for final consideration in February. The Board's strategic plan must be approved in February as agencies and institutions governed by the Board are required to submit drafts of their strategic plan updates for Board review in April. Institution and agency plans must be aligned to the Board's plan.

ATTACHMENTS

Attachment 1 – Proposed Revisions - Notes and Slide Deck

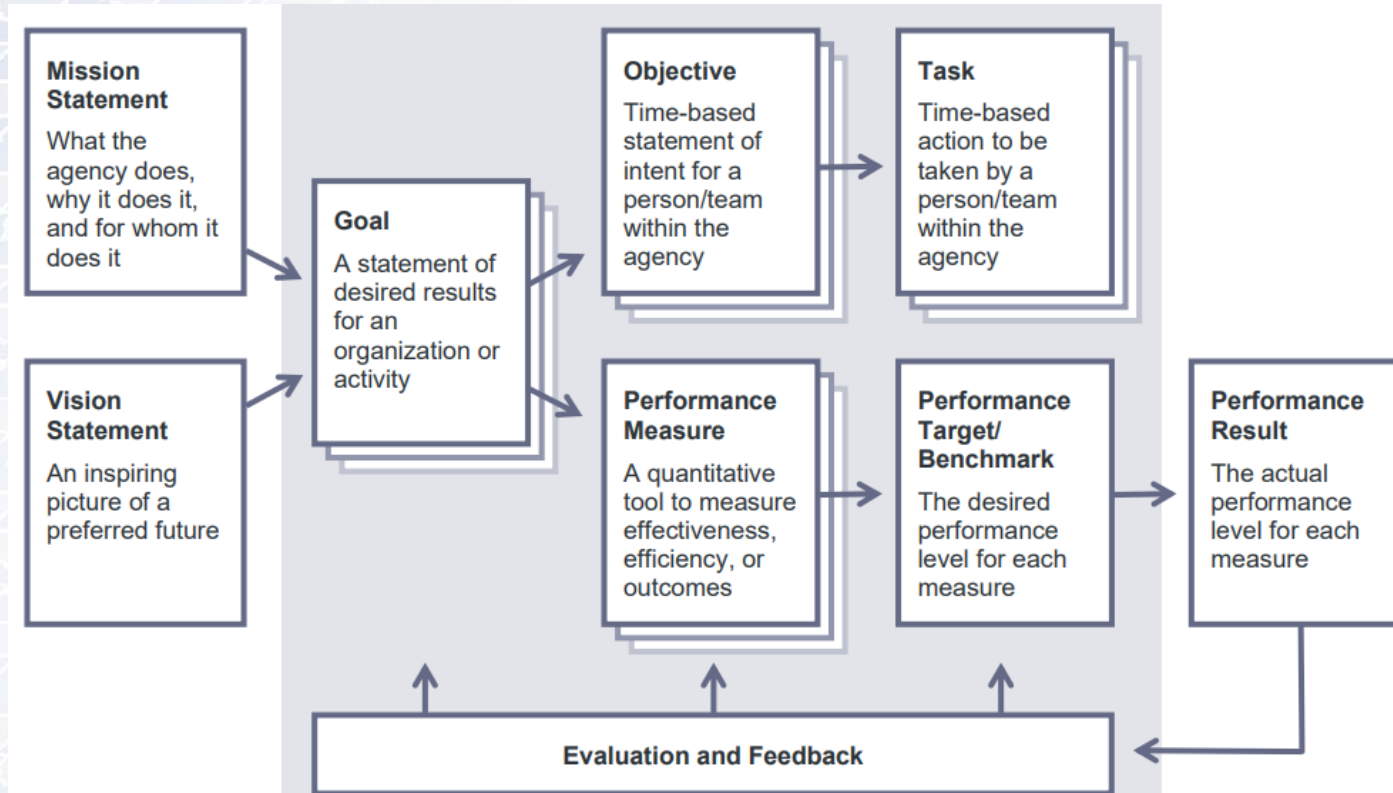
BOARD ACTION

This item is for information only.



Strategic Plan & Performance Measure Recommendations

Strategic Plan & Performance Measures



Timeline

- Feb - Board Plan Approved
 - March - Agencies/Institutions draft own plans
- April- Board provides feedback on Agency/Institution plan drafts.
 - May - Agencies/Institutions finalize plans.
- June - Agency/Institution Plans Approved
 - July Plan (next term) submitted to DFM
 - August -Sept - results reported to OSBE and DFM
- October - Results Report to Board
 - Nov - January - consideration of adjustments to Board Plan

1. Strategic Plans to DFM

Plans due to DFM July 7

2. Performance Report to DFM

Outcomes due to DFM Sept 1

- Limited to 10 measures; % based outcomes.
- Must include at least one measure per objective

3. Systemwide Measures Report

Board Policy I.M (3.a)

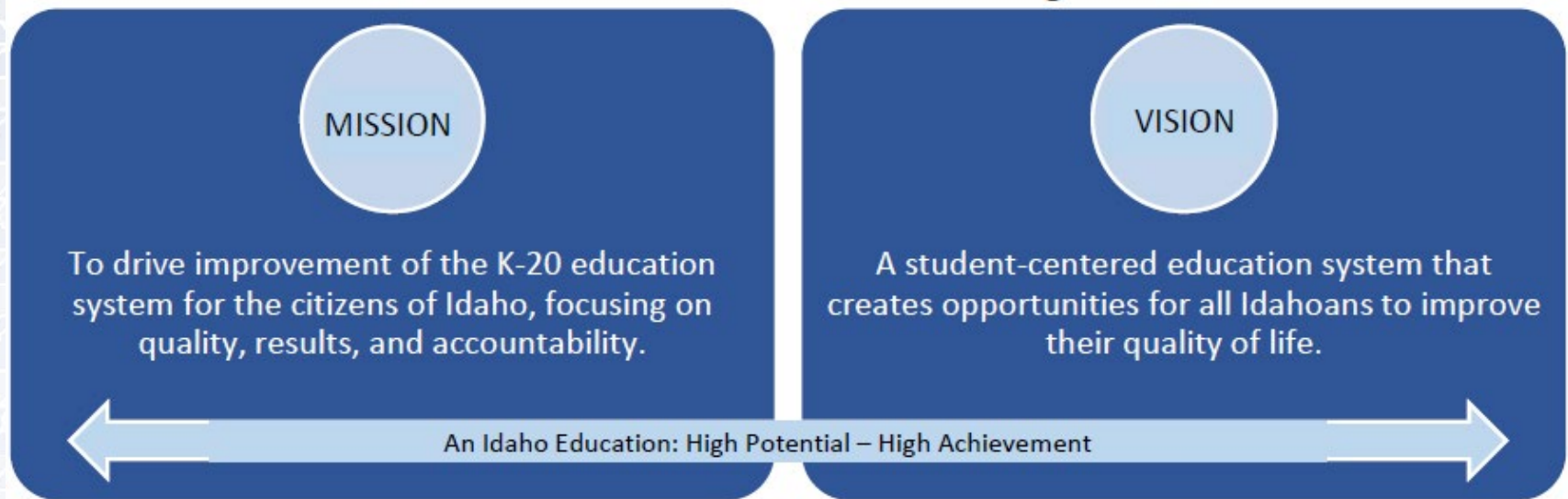
- 8 measures, subset of #2
- Board requires institutions to include

4. Performance Measures Report

Due to Board October

- Currently 33 measures
- 115 reported calculations

Strategic Plan: Mission/Vision



Strategic Plan: Goals

- Goal 1: Educational System Alignment
- Goal 2: Educational Readiness
- Goal 3: Educational Attainment
- Goal 4: Workforce Readiness

Strategic Plan: Objectives

- Goal 1: Educational System Alignment
 - Objective A: Data Access and Transparency
 - Objective B: Alignment and Coordination
- Goal 2: Educational Readiness
 - Objective A: Rigorous Education
 - Objective B: School Readiness
- Goal 3: Educational Attainment
 - Objective A: Higher Level of Educational Attainment
 - Objective B: Timely Degree Completion
 - Objective C: Access
- Goal 4: Workforce Readiness
 - Objective B: Workforce Alignment

Goal 1: Educational System Alignment

- Objective A: Data Access and Transparency
 - Task: Develop a single K-20 data dashboard by end of ~~FY24~~FY25
 - ISEE Modernization Update to Committee?
 - Measure 1:

Note: must have one measure for every objective.

Goal 1: Educational System Alignment

- Objective B: Alignment and Coordination
 - Task: Comprehensive review of dual credit. (in progress under IRSA)
 - Measure 1: Percent of postsecondary community college transfers who graduate from four-year institutions.
 - benchmark 25% ; FY23 results 14-17%
 - Measure 2: Percent of high school students who graduate high school with an associate degree
 - Benchmark ~~3%-4%~~ ;3.75%

Goal 2: Educational Readiness

- Objective A: ~~Rigorous Education~~
Improve Literacy Performance Outcomes
- Objective B: ~~School Readiness~~
Improve Mathematics Performance Outcomes
- Objective C: Improve High School Graduation Rates

Goal 2: Educational Readiness

- Objective A: Improve Literacy Performance Outcomes
 - Task: science of reading professional development initiative
 - ~~Measure 1: IRI Fall Proficiency~~
 - Measure ~~2~~1: IRI Spring Proficiency
 - Benchmark 70%
 - Measure 2: IRI Growth - change in proficiency fall to spring
 - Benchmark: New Measure FY25

Note: benchmark TBD; must be % based increase fall to spring

Goal 2: Educational Readiness

- Objective B: Improve Mathematics Performance Outcomes
 - Task: Develop math pathways
 - Measure 1: % proficient on ~~ELA, Math, and Science~~ ISAT.
 - Measure 2: Math growth -
 - movement upward in performance category? (basic to proficient; proficient to advanced, etc.).

Goal 2: Educational Readiness

- Objective C: Improve High School Graduation Rates
 - Task: Review Graduation Requirements
 - Measure 1: 4 Year ACGR
 - Measure 2: 5 Year ACGR

Goal 3: Educational Attainment

- Objective A: Higher Level of Educational Attainment
 - Task: many in progress - choose one?
 - Measure 1: # of Certificates/Degrees Conferred
 - Measure 2: % returning for second year. (freshman attrition)
 - ~~Measure 3: % completing within 150% of expectation
(Move to timely completion)~~

Goal 3: Educational Attainment

- Objective B: Timely Degree Completion
 - Measure 1: Adequate Yearly Progress Toward Completion (30 or 18 credits)

Note: phrasing of the measure needs to be adjusted to work for 2 and 4 year institutions. May need to differentiate benchmarks based on previous year data?

- ~~– Measure 2: Median number of credits earned at completion of associate degree*~~
- Measure 2: % completing within ~~150~~100% of expectation

Goal 3: Educational Attainment

- Objective C: Access
 - Measure 1: proportion of postsecondary graduates with student loan debt.
 - Measure 2: % of students who complete the FAFSA
 - Measure 3: Percent cost of attendance to student
 - Measure 4: average net price differential in \$ at 4 and 2 year institutions
 - Measure 5: Expense per student

Note: consider pulling 1-5 out of strategic plan, and reporting separately in a college affordability report and refocusing strat plan on measures within our control.

Consider things more within our control. . .

- Next Steps
- Opportunity Scholarship
- Launch
- Tuition Rates

Goal 4: Workforce Readiness

- Objective A: Workforce Alignment
 - Task: Increase in secondary CTE programs and postsecondary programs tied to workforce needs per year.
 - Measure 1: percent of high school students participating in apprenticeships. ~~and postsecondary students participating in internships.~~
 - FY23 “new measure” will need a benchmark.
 - Measure 2: % of total degrees awarded in STEM fields (paraphrased)
 - Benchmark: 50%
 - Measure 3: - moved to task.

Proposed Strat Plan Measures

1. Alignment - Data Transparency/Access **TBD.**
2. Alignment - 2-yr to 4-yr Institution Grads
3. Alignment - HS Grads with AA Degrees
4. Readiness - Literacy Spring Proficiency
5. Readiness - Literacy Growth
6. Readiness - Math Proficiency
7. Readiness - Math Growth
8. Readiness - Graduation Rate 4yr ACGR
9. Readiness - Graduation Rate 5 yr ACGR
10. Attainment - Degrees/Certificate Completion
11. Attainment - Freshman Attrition
12. Attainment - Adequate Yearly Progress
13. Attainment - Completion w/in 150% of time
14. Attainment - College/Career Readiness **TBD**
15. Attainment - College/Career Readiness **TBD**
16. Workforce - STEM Degree Completion
17. Workforce - **TBD**

Proposed Top Ten Measures

1. Alignment - Data System **TBD.**
2. Alignment - HS Grads with AA Degrees
3. Readiness - Literacy Spring Proficiency
4. Readiness - Literacy Growth
5. Readiness - Math Proficiency
6. Readiness - Graduation Rate
7. Attainment - Degrees/Certificate Completion
8. Attainment - Completion w/in 150% of time
9. Attainment - College/Career Readiness **TBD**
10. Workforce - STEM Degree Completion